

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE <b>J</b>	PAGE OF PAGES <b>1 OF 3</b>
2. AMENDMENT/MODIFICATION NO. <b>P00092</b>	3. EFFECTIVE DATE <b>SEE BLOCK 16C.</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	<b>N00039</b>	7. ADMINISTERED BY (If other than Item 6) CODE	
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 <sup>th</sup> Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil		<b>Definitize a Portion of the CLIN 0090 (Tech Refresh Material Pricing (Option Year2)):</b> <b>TRP4_0099/TRP4_0106/TRP4_0107/TRP4_0060/TRP4_0092</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171			9B. DATED (SEE ITEM 11)
CODE		X	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>N00039-13-D-0013</b>
FACILITY CODE <b>IU305</b>			10B. DATED (SEE ITEM 11) <b>27 June 2013</b>

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. <b>FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)</b>
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

**-SEE HEREIN-**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <b>Walter R. Leavy, Legal/Contracts</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Jose Cervantes, Contracting Officer</b>	
15B. CONTRACTOR/OFFEROR <b>(b)(6)</b>	15C. DATE SIGNED <b>4/1/16</b>	16B. UNITED STATES OF AMERICA <b>(b)(6)</b>	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

The purpose of this modification is to 1) definitize a portion of the Option Year2 CLIN 2090 (Tech Refresh Material) pricing. Refer to P00012, P00025, P00030, P00038, P00046, P00048, P00053, P00055, P00062, P00065, P00067, P00069, P00079, P00081, P00083, P00086, P00088, and P00091 for previous CLIN x090 definitizations. Refer to RAPT requests PMNMC1-9999-2016-NG2172 & NG2176 & NG2177 & NG2179 & NG2215 for all requirement documentation.

1. In Section B, revise the following CLIN 0090 values as a result of definitizing a portion of the "Not-to-Exceed" pricing for CLIN 2090AA

(b)(4)

(total of all TRPs))

From:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

As established under contract modifications N00039-13-D-0013\_P00091 (2090AA)

To:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

2. In section B, establish the following CLIN that definitizes a portion of the "Not-to-Exceed" pricing during Option Year2:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AP	TXS	Tech Refresh Material (TXS) – (TRP4_0099)	-	EA	(b)(4)	-
2090AQ	TXS	Tech Refresh Material (TXS) – (TRP4_0106)	-	EA	(b)(4)	-
2090AR	TXS	Tech Refresh Material (TXS) – (TRP4_0107)	-	EA	(b)(4)	-
2090AS	TXS	Tech Refresh Material (TXS) – (TRP4_0060)	-	EA	(b)(4)	-
2090AT	TXS	Tech Refresh Material (TXS) – (TRP4_0092)	-	EA	(b)(4)	-

3. In Section C, establish the following CLIN that definitizes a portion of the “Not-to-Exceed” pricing:

CLIN	ES/TXS	Supplies/Services	Description
2090AP	TXS	Tech Refresh Material (TXS) – (TRP4_0099)	<p>Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16.</p> <p>This CLIN covers the purchase of (TRP4_0099) equipment.</p>
2090AQ	TXS	Tech Refresh Material (TXS) – (TRP4_0106)	<p>Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16.</p> <p>This CLIN covers the purchase of (TRP4_0106) equipment.</p>
2090AR	TXS	Tech Refresh Material (TXS) – (TRP4_0107)	<p>Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16.</p> <p>This CLIN covers the purchase of (TRP4_0107) equipment.</p>
2090AS	TXS	Tech Refresh Material (TXS) – (TRP4_0060)	<p>Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16.</p> <p>This CLIN covers the purchase of (TRP4_0060) equipment.</p>
2090AT	TXS	Tech Refresh Material (TXS) – (TRP4_0092)	<p>Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16.</p> <p>This CLIN covers the purchase of (TRP4_0092) equipment.</p>

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE J	PAGE OF PAGES 1 OF 7
2. AMENDMENT/MODIFICATION NO. P00093	3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE	N00039	7. ADMINISTERED BY (If other than Item 6) CODE		
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 <sup>th</sup> Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil		Add Printer Survey services (CLIN x013BP through x013BS)		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO.	
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013	
			10B. DATED (SEE ITEM 11) 27 June 2013	
CODE	FACILITY CODE IU305			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
(X) D. OTHER (Specify type of modification and authority) Mutual agreement of both parties

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6) Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CDR Gregory R. Lask, Contracting Officer	
15B. CONTRACTOR/OFFEROR (b)(6)	15C. DATE SIGNED 21 Apr 2016	16B. UNITED STATES OF AMERICA (b)(6)	16C. DATE SIGNED
BY (Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

The purpose of this modification is to add CLIN 0013 (Printer Survey) services to sections B and C (Option Year 2 through Option Year 4):

1. In Section B, add CLINs as follows:

2013BP	Small Site (1 - 50 Devices) Printer Survey	ES	One-Time	(b)(4)	Option Year 2
3013BP	Small Site (1 - 50 Devices) Printer Survey	ES	One-Time		Option Year 3
4013BP	Small Site (1 - 50 Devices) Printer Survey	ES	One-Time		Option Year 4
2013BQ	Medium Site (51 -150 Devices) Printer Survey	ES	One-Time	(b)(4)	Option Year 2
3013BQ	Medium Site (51 -150 Devices) Printer Survey	ES	One-Time		Option Year 3
4013BQ	Medium Site (51 -150 Devices) Printer Survey	ES	One-Time		Option Year 4
2013BR	Large Site (151 -500 Devices) Printer Survey	ES	One-Time	(b)(4)	Option Year 2
3013BR	Large Site (151 -500 Devices) Printer Survey	ES	One-Time		Option Year 3
4013BR	Large Site (151 -500 Devices) Printer Survey	ES	One-Time		Option Year 4
2013BS	Scalable Site Printer Survey	ES	One-Time	(b)(4)	Option Year 2
3013BS	Scalable Site Printer Survey	ES	One-Time		Option Year 3
4013BS	Scalable Site Printer Survey	ES	One-Time		Option Year 4

2. In Section C, within CLIN 0013 (Printer Surveys), add the CLIN descriptions as follows (Option Year 2 through Option Year 4):

x013BP	ES	Small Site (1 - 50 Devices) Printer Survey	<p>The Contractor shall assess current printer utilization and provide a recommendation to improve utilization and effectiveness for a small site, up to fifty (50) devices, at a given location for a single claimant, and complete all required deliverables, to meet site/command requirements in accordance with Section 3.3.31 of the PWS as broadly outlined below.</p> <p>x013BP Deliverables The Printer Survey will result in a report containing the following information:</p> <p>x013BP.1 An Executive Summary providing:</p> <p>x013BP.1.1 The current spending on Printers in the current environment</p> <p>x013BP.1.2 Total number of Printers and number of users</p> <p>x013BP.1.3 An estimated average cost per page in the current environment</p> <p>x013BP.1.4 A recommended list of NGEN Print Services CLINs available under the NGEN contract to provide a more cost-effective print environment</p>
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			<p>x013BP.1.5 An estimate of cost savings that will result from the future environment using the NGEN Print Services CLINs</p> <p>x013BP.2 Details of the current environment, including:</p> <p>x013BP.2.1 High level overview of the current printing environment</p> <p>x013BP.2.2 Scope of the survey</p> <p>x013BP.2.3 Summary of number of Printers and their characteristics (e.g. MFD vs. Printer only, Color vs. B&amp;W, network-attached vs. single user, etc.)</p> <p>x013BP.2.4 Overview of the approach to enhance the print environment using the NGEN Print Services CLINs</p> <p>x013BP.3 A graphic depiction (map) of current Printer distribution</p> <p>x013BP.4 A graphic depiction of the Print Services alternative approach using the NGEN Print Services CLINs</p> <p>x013BP.5 Elements of Total Cost of Ownership (TCO) of the current print environment</p> <p>x013BP.6 Elements of the TCO of the future, optimized print environment, including savings that can be garnered by ordering the NGEN Print Services CLINs</p> <p>x013BP.7 Unless specifically justified as part of the survey process, HPES will strive for a reduction in single-function Printers and an increase in the use of multi-function devices, as well as an increase, and to the extent possible, maximization, of user to Printer ratios, in accordance with the survey finding.</p> <p>x013BP.8 Delivery timelines</p> <p>x013BP.8.1 The project will commence within 5 business days following receipt of a valid service request and be completed within 30 business days after service request.</p>
x013BQ	ES	Medium Site (51 - 150 Devices) Printer Survey	<p>The Contractor shall assess current printer utilization and provide a recommendation to improve utilization and effectiveness for a medium site, at least fifty-one (51) but no more than 150 devices, at a given location for a single claimant, and complete all required deliverables, to meet site/command requirements in accordance with Section 3.3.31 of the PWS, as broadly outlined below.</p> <p>x013BQ Deliverables</p> <p>The Printer Survey will result in a report containing the following information:</p>

			<p>x013BQ.1 An Executive Summary providing:</p> <p>x013BQ.1.1 The current spending on Printers in the current environment</p> <p>x013BQ.1.2 Total number of Printers and number of users</p> <p>x013BQ.1.3 An estimated average cost per page in the current environment</p> <p>x013BQ.1.4 A recommended list of NGEN Print Services CLINs available under the NGEN contract to provide a more cost-effective print environment</p> <p>x013BQ.1.5 An estimate of cost savings that will result from the future environment using the NGEN Print Services CLINs</p> <p>x013BQ.2 Details of the current environment, including:</p> <p>x013BQ.2.1 High level overview of the current printing environment</p> <p>x013BQ.2.2 Scope of the survey</p> <p>x013BQ.2.3 Summary of number of Printers and their characteristics (e.g. MFD vs. Printer only, Color vs. B&amp;W, network-attached vs. single user, etc.)</p> <p>x013BQ.2.4 Overview of the approach to enhance the print environment using the NGEN Print Services CLINs</p> <p>x013BQ.3 A graphic depiction (map) of current Printer distribution</p> <p>x013BQ.4 A graphic depiction of the Print Services alternative approach using the NGEN Print Services CLINs</p> <p>x013BQ.5 Elements of Total Cost of Ownership (TCO) of the current print environment</p> <p>x013BQ.6 Elements of the TCO of the future, optimized print environment, including savings that can be garnered by ordering the NGEN Print Services CLINs</p> <p>x013BQ.7 Unless specifically justified as part of the survey process, HPES will strive for a reduction in single-function Printers and an increase in the use of multi-function devices, as well as an increase, and to the extent possible, maximization, of user to Printer ratios, in accordance with the survey finding.</p> <p>x013BQ.8 Delivery timelines</p> <p>x013BQ.8.1 The project will commence within 5 business days following receipt of a valid service request and be completed within 60 business days after service request.</p>
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x013BR	ES	Large Site (151 -500 Devices) Printer Survey	<p>The Contractor shall assess current printer utilization and provide a recommendation to improve utilization and effectiveness for a large site, at least 151 but no more than 500 devices, at a given location for a single claimant, and complete all required deliverables, to meet site/command requirements in accordance with Section 3.3.31 of the PWS, as broadly outlined below.</p> <p>x013BR Deliverables</p> <p>The Printer Survey will result in a report containing the following information:</p> <p>x013BR.1 An Executive Summary providing:</p> <p>x013BR.1.1 The current spending on Printers in the current environment</p> <p>x013BR.1.2 Total number of Printers and number of users</p> <p>x013BR.1.3 An estimated average cost per page in the current environment</p> <p>x013BR.1.4 A recommended list of NGEN Print Services CLINs available under the NGEN contract to provide a more cost-effective print environment</p> <p>x013BR.1.5 An estimate of cost savings that will result from the future environment using the NGEN Print Services CLINs</p> <p>x013BR.2 Details of the current environment, including:</p> <p>x013BR.2.1 High level overview of the current printing environment</p> <p>x013BR.2.2 Scope of the survey</p> <p>x013BR.2.3 Summary of number of Printers and their characteristics (e.g. MFD vs. Printer only, Color vs. B&amp;W, network-attached vs. single user, etc.)</p> <p>x013BR.2.4 Overview of the approach to enhance the print environment using the NGEN Print Services CLINs</p> <p>x013BR.3 A graphic depiction (map) of current Printer distribution</p> <p>x013BR.4 A graphic depiction of the Print Services alternative approach using the NGEN Print Services CLINs</p> <p>x013BR.5 Elements of Total Cost of Ownership (TCO) of the current print environment</p> <p>x013BR.6 Elements of the TCO of the future, optimized print environment, including savings that can be garnered by ordering the NGEN Print Services CLINs</p> <p>x013BR.7 Unless specifically justified as part of the survey process, HPES will strive for a reduction in single-function Printers and an increase in the use of multi-function</p>
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			<p>devices, as well as an increase, and to the extent possible, maximization, of user to Printer ratios, in accordance with the survey finding.</p> <p>x013BR.8 Delivery timelines</p> <p>x013BR.8.1 The project will commence within 5 business days following receipt of a valid service request and be completed within 90 business days after service request.</p>
x013BS	ES	Scalable Site Printer Survey	<p>The Contractor shall assess current printer utilization and provide a recommendation to improve utilization and effectiveness for additional devices to be included in a Large Site Printer Survey, in increments of 150 devices, at a given location for a single claimant, and complete all required deliverables, to meet site/command requirements in accordance with Section 3.3.31 of the PWS, as broadly outlined below.</p> <p>x013BS Deliverables</p> <p>The Printer Survey will result in a report containing the following information:</p> <p>x013BS.1 An Executive Summary providing:</p> <p>x013BS.1.1 The current spending on Printers in the current environment</p> <p>x013BS.1.2 Total number of Printers and number of users</p> <p>x013BS.1.3 An estimated average cost per page in the current environment</p> <p>x013BS.1.4 A recommended list of NGEN Print Services CLINs available under the NGEN contract to provide a more cost-effective print environment</p> <p>x013BS.1.5 An estimate of cost savings that will result from the future environment using the NGEN Print Services CLINs</p> <p>x013BS.2 Details of the current environment, including:</p> <p>x013BS.2.1 High level overview of the current printing environment</p> <p>x013BS.2.2 Scope of the survey</p> <p>x013BS.2.3 Summary of number of Printers and their characteristics (e.g. MFD vs. Printer only, Color vs. B&amp;W, network-attached vs. single user, etc.)</p> <p>x013BS.2.4 Overview of the approach to enhance the print environment using the NGEN Print Services CLINs</p> <p>x013BS.3 A graphic depiction (map) of current Printer distribution</p>

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3. Except as provided herein, all other terms and conditions of contract N00039-13-D-0013 remain unchanged and in full force and effect.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE <b>J</b>	PAGE OF PAGES <b>1 OF 18</b>
2. AMENDMENT/MODIFICATION NO. <b>P00095</b>		3. EFFECTIVE DATE <b>SEE BLOCK 16C.</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE		<b>N00039</b>	7. ADMINISTERED BY (If other than Item 6) CODE	
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 <sup>th</sup> Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil			<b>Add Application Hosting Services          (CLIN x058) - "New" Application Hosting          Services</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)			(X)	9A. AMENDMENT OF SOLICITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>N00039-13-D-0013</b>
				10B. DATED (SEE ITEM 11) <b>27 June 2013</b>
CODE		FACILITY CODE <b>IU305</b>		

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IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

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	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

-SEE HEREIN, within the pages that follow. -

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <b>Walt Leavy, Legal/Contracts</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Jose Cervantes, Contracting Officer</b>	
15B. CONTRACTOR/OFFEROR  (b)(6)	15C. DATE SIGNED <b>4/13/16</b>	16B. UNITED STATES OF AMERICA  (b)(6)	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

The purpose of this modification is to add “Prep and Setup” and “Recurring Support” Application Hosting Services to support “new” applications within sections B and C (Option Year 2 through Option Year 4); and to add additional requirements within Attachment J-1 (Performance Work Statement (PWS)), section 3.3.21 (Application Hosting Services (AHS)). Refer to RAPT PMNMCI-9999-2015-NG0657 for all related proposal information.

1. In Section B, add CLINs as follows:

2058AU	Prep and Setup – Per New Application	ES	Each	(b)(4)	-
2058AV	Prep and Setup - Per New Server (Physical Server, Windows OS, Windows SW)	ES	Each		-
2058AW	Prep and Setup - Per New Server (Physical Server, Solaris OS, Solaris SW)	ES	Each		-
2058AX	Prep and Setup - Per New Server (Physical Server, RHEL OS, Red Hat SW)	ES	Each		-
2058AY	Prep and Setup - Per New Server (Virtual Server, Windows OS, Windows SW)	ES	Each		-
2058AZ	Prep and Setup - Per New Server (Virtual Server, Solaris OS, Solaris SW)	ES	Each		-
2058BA	Prep and Setup - Per New Server (Virtual Server, HP-UX OS, HP-UX SW)	ES	Each		-
2058BB	Prep and Setup - Per New Server (Virtual Server, RHEL OS, Red Hat SW)	ES	Each		-
2058BC	Prep and Setup – “Uplift” ORACLE Database	ES	Each		-
2058BD	Prep and Setup – “Uplift” SQL Database	ES	Each		-
2058BE	Recurring Support - Per New Server (Physical Server, Windows OS, Windows SW, Windows HW/RHEL Small)	ES	Monthly		-
2058BF	Recurring Support - Per New Server (Physical Server, Windows OS, Windows SW, Windows HW/RHEL Medium)	ES	Monthly		-
2058BG	Recurring Support - Per New Server (Physical Server, Solaris OS, Solaris SW, Solaris HW Medium)	ES	Monthly		-
2058BH	Recurring Support - Per New Server (Physical Server, Solaris OS, Solaris SW, Solaris HW Large)	ES	Monthly		-
2058BJ	Recurring Support - Per New Server (Physical Server, RHEL OS, Red Hat SW, RHEL HW Small)	ES	Monthly		-
2058BK	Recurring Support - Per New Server (Physical Server, RHEL OS, Red Hat SW, RHEL HW Medium)	ES	Monthly		-
2058BL	Recurring Support - Per New Server (Virtual Server, Window OS, Windows SW, Windows/RHEL Compute Block HW (1 vCPU/8GB vRAM))	ES	Monthly		-
2058BM	Recurring Support-Per New Server (Virtual Server, HP-UX OS, HP-UX SW, Unix Compute Block HW (1 vCPU/8GB vRAM))	ES	Monthly		-
2058BN	Recurring Support-Per New Server (Virtual Server, RHEL OS, Red Hat SW, Windows/RHEL Compute Block HW (1 vCPU/8GB vRAM))	ES	Monthly		-
2058BP	Recurring Support – “Uplift” ORACLE Database	ES	Monthly		-
2058BQ	Recurring Support – “Uplift” SQL Database	ES	Monthly		-
2058BR	Recurring Support – Additional HP_UX Compute Block (1 vCPU/8GB vRAM)	ES	Monthly		-
2058BS	Recurring Support – Additional Windows/RHEL Compute Block (1 vCPU/8GB vRAM)	ES	Monthly		-
3058AU	Prep and Setup – Per New Application	ES	Each	(b)(4)	-
3058AV	Prep and Setup - Per New Server (Physical Server, Windows OS, Windows SW)	ES	Each		-

3058AW	Prep and Setup - Per New Server (Physical Server, Solaris OS, Solaris SW)	ES	Each	(b)(4)	-
3058AX	Prep and Setup - Per New Server (Physical Server, RHEL OS, Red Hat SW)	ES	Each		-
3058AY	Prep and Setup - Per New Server (Virtual Server, Windows OS, Windows SW)	ES	Each		-
3058AZ	Prep and Setup - Per New Server (Virtual Server, Solaris OS, Solaris SW)	ES	Each		-
3058BA	Prep and Setup - Per New Server (Virtual Server, HP-UX OS, HP-UX SW)	ES	Each		-
3058BB	Prep and Setup - Per New Server (Virtual Server, RHEL OS, Red Hat SW)	ES	Each		-
3058BC	Prep and Setup - "Uplift" ORACLE Database	ES	Each		-
3058BD	Prep and Setup - "Uplift" SQL Database	ES	Each		-
3058BE	Recurring Support - Per New Server (Physical Server, Windows OS, Windows SW, Windows HW/RHEL Small)	ES	Monthly		-
3058BF	Recurring Support - Per New Server (Physical Server, Windows OS, Windows SW, Windows HW/RHEL Medium)	ES	Monthly		-
3058BG	Recurring Support - Per New Server (Physical Server, Solaris OS, Solaris SW, Solaris HW Medium)	ES	Monthly		-
3058BH	Recurring Support - Per New Server (Physical Server, Solaris OS, Solaris SW, Solaris HW Large)	ES	Monthly		-
3058BJ	Recurring Support - Per New Server (Physical Server, RHEL OS, Red Hat SW, RHEL HW Small)	ES	Monthly		-
3058BK	Recurring Support - Per New Server (Physical Server, RHEL OS, Red Hat SW, RHEL HW Medium)	ES	Monthly		-
3058BL	Recurring Support - Per New Server (Virtual Server, Window OS, Windows SW, Windows/RHEL Compute Block HW (1 vCPU/8GB vRAM))	ES	Monthly		-
3058BM	Recurring Support-Per New Server (Virtual Server, HP-UX OS, HP-UX SW, Unix Compute Block HW (1 vCPU/8GB vRAM))	ES	Monthly		-
3058BN	Recurring Support-Per New Server (Virtual Server, RHEL OS, Red Hat SW, Windows/RHEL Compute Block HW (1 vCPU/8GB vRAM))	ES	Monthly		-
3058BP	Recurring Support - "Uplift" ORACLE Database	ES	Monthly		-
3058BQ	Recurring Support - "Uplift" SQL Database	ES	Monthly		-
3058BR	Recurring Support - Additional HP_UX Compute Block (1 vCPU/8GB vRAM)	ES	Monthly		-
3058BS	Recurring Support - Additional Windows/RHEL Compute Block (1 vCPU/8GB vRAM)	ES	Monthly		-
4058AU	Prep and Setup - Per New Application	ES	Each	(b)(4)	-
4058AV	Prep and Setup - Per New Server (Physical Server, Windows OS, Windows SW)	ES	Each		-
4058AW	Prep and Setup - Per New Server (Physical Server, Solaris OS, Solaris SW)	ES	Each		-
4058AX	Prep and Setup - Per New Server (Physical Server, RHEL OS, Red Hat SW)	ES	Each		-
4058AY	Prep and Setup - Per New Server (Virtual Server, Windows OS, Windows SW)	ES	Each		-
4058AZ	Prep and Setup - Per New Server (Virtual Server, Solaris OS, Solaris SW)	ES	Each		-
4058BA	Prep and Setup - Per New Server (Virtual Server, HP-UX OS, HP-UX SW)	ES	Each		-
4058BB	Prep and Setup - Per New Server (Virtual Server, RHEL OS, Red Hat SW)	ES	Each		-

4058BC	Prep and Setup – “Uplift” ORACLE Database	ES	Each	(b)(4)	-
4058BD	Prep and Setup – “Uplift” SQL Database	ES	Each		-
4058BE	Recurring Support - Per New Server (Physical Server, Windows OS, Windows SW, Windows HW/RHEL Small)	ES	Monthly		-
4058BF	Recurring Support - Per New Server (Physical Server, Windows OS, Windows SW, Windows HW/RHEL Medium)	ES	Monthly		-
4058BG	Recurring Support - Per New Server (Physical Server, Solaris OS, Solaris SW, Solaris HW Medium)	ES	Monthly		-
4058BH	Recurring Support - Per New Server (Physical Server, Solaris OS, Solaris SW, Solaris HW Large)	ES	Monthly		-
4058BJ	Recurring Support - Per New Server (Physical Server, RHEL OS, Red Hat SW, RHEL HW Small)	ES	Monthly		-
4058BK	Recurring Support - Per New Server (Physical Server, RHEL OS, Red Hat SW, RHEL HW Medium)	ES	Monthly		-
4058BL	Recurring Support - Per New Server (Virtual Server, Window OS, Windows SW, Windows/RHEL Compute Block HW (1 vCPU/8GB vRAM))	ES	Monthly		-
4058BM	Recurring Support-Per New Server (Virtual Server, HP-UX OS, HP-UX SW, Unix Compute Block HW (1 vCPU/8GB vRAM))	ES	Monthly		-
4058BN	Recurring Support-Per New Server (Virtual Server, RHEL OS, Red Hat SW, Windows/RHEL Compute Block HW (1 vCPU/8GB vRAM))	ES	Monthly		-
4058BP	Recurring Support – “Uplift” ORACLE Database	ES	Monthly		-
4058BQ	Recurring Support – “Uplift” SQL Database	ES	Monthly		-
4058BR	Recurring Support – Additional HP_UX Compute Block (1 vCPU/8GB vRAM)	ES	Monthly		-
4058BS	Recurring Support – Additional Windows/RHEL Compute Block (1 vCPU/8GB vRAM)	ES	Monthly		-

2. In Sections C, within CLIN 0058 (Application Hosting Services (AHS)), add the following CLINs (Option Year 2 through Option Year 4).

0058AU	ES	Prep and Setup – Per New Application	Provides Application Hosting Services in accordance with PWS section 3.3.21.4.
0058AV	ES	Prep and Setup - Per New Server (Physical Server, Windows OS, Windows SW)	Provides Application Hosting Services in accordance with PWS sections 3.3.21.5, 3.3.21.7, and 3.3.21.8.
0058AW	ES	Prep and Setup - Per New Server (Physical Server, Solaris OS, Solaris SW)	Provides Application Hosting Services in accordance with PWS sections 3.3.21.5, 3.3.21.7, and 3.3.21.8.
0058AX	ES	Prep and Setup - Per New Server (Physical Server, RHEL OS, Red Hat SW)	Provides Application Hosting Services in accordance with PWS sections 3.3.21.5, 3.3.21.7, and 3.3.21.8.
0058AY	ES	Prep and Setup - Per New Server (Virtual Server, Windows OS, Windows SW)	Provides Application Hosting Services in accordance with PWS sections 3.3.21.6, 3.3.21.7, and 3.3.21.8.
0058AZ	ES	Prep and Setup - Per New Server (Virtual Server, Solaris OS, Solaris SW)	Provides Application Hosting Services in accordance with PWS sections 3.3.21.6, 3.3.21.7, and 3.3.21.8.
0058BA	ES	Prep and Setup - Per New Server (Virtual Server, HP-UX OS, HP-UX SW)	Provides Application Hosting Services in accordance with PWS sections 3.3.21.6, 3.3.21.7, and 3.3.21.8.
0058BB	ES	Prep and Setup - Per New Server (Virtual Server, RHEL OS, Red Hat SW)	Provides Application Hosting Services in accordance with PWS sections 3.3.21.6, 3.3.21.7, and 3.3.21.8.
0058BC	ES	Prep and Setup – “Uplift” ORACLE Database	Provides Application Hosting Services in accordance with PWS section 3.3.21.29.
0058BD	ES	Prep and Setup – “Uplift” SQL Database	Provides Application Hosting Services in accordance with PWS section 3.3.21.30.
0058BE	ES	Recurring Support - Per New Server (Physical Server, Windows OS, Windows SW, Windows HW/RHEL Small)	Provides Application Hosting Services in accordance with PWS sections 3.3.21.9, 3.3.21.10, 3.3.21.12, 3.3.21.16, 3.3.21.17, 3.3.21.18, 3.3.21.19, 3.3.21.20, 3.3.21.21, 3.3.21.22, and 3.3.21.25.
0058BF	ES	Recurring Support - Per New Server (Physical Server, Windows OS, Windows SW, Windows HW/RHEL Medium)	Provides Application Hosting Services in accordance with PWS sections 3.3.21.9, 3.3.21.10, 3.3.21.12, 3.3.21.16, 3.3.21.17, 3.3.21.18, 3.3.21.19, 3.3.21.20, 3.3.21.21, 3.3.21.22, and 3.3.21.26.
0058BG	ES	Recurring Support - Per New Server (Physical Server, Solaris OS, Solaris SW, Solaris HW Medium)	Provides Application Hosting Services in accordance with PWS sections 3.3.21.9, 3.3.21.10, 3.3.21.13, 3.3.21.16, 3.3.21.17, 3.3.21.18, 3.3.21.19, 3.3.21.20, 3.3.21.21, 3.3.21.22, and 3.3.21.23.
0058BH	ES	Recurring Support - Per New Server (Physical Server, Solaris OS, Solaris SW, Solaris HW Large)	Provides Application Hosting Services in accordance with PWS sections 3.3.21.9, 3.3.21.10, 3.3.21.13, 3.3.21.16, 3.3.21.17, 3.3.21.18, 3.3.21.19, 3.3.21.20, 3.3.21.21, 3.3.21.22, and 3.3.21.24.
0058BJ	ES	Recurring Support - Per New Server (Physical Server, RHEL OS, Red Hat SW, RHEL HW Small)	Provides Application Hosting Services in accordance with PWS sections 3.3.21.9, 3.3.21.10, 3.3.21.15, 3.3.21.16, 3.3.21.17, 3.3.21.18, 3.3.21.19, 3.3.21.20, 3.3.21.21, 3.3.21.22, and 3.3.21.25.
0058BK	ES	Recurring Support - Per New Server (Physical Server, RHEL OS, Red Hat SW, RHEL HW Medium)	Provides Application Hosting Services in accordance with PWS sections 3.3.21.9, 3.3.21.10, 3.3.21.15, 3.3.21.16, 3.3.21.17, 3.3.21.18, 3.3.21.19, 3.3.21.20, 3.3.21.21, 3.3.21.22, and 3.3.21.26.
0058BL	ES	Recurring Support - Per New Server (Virtual Server, Window OS, Windows SW, Windows/RHEL Compute Block HW (1 vCPU/8GB vRAM))	Provides Application Hosting Services in accordance with PWS sections 3.3.21.9, 3.3.21.11, 3.3.21.12, 3.3.21.16, 3.3.21.17, 3.3.21.18, 3.3.21.19, 3.3.21.20, 3.3.21.21, 3.3.21.22, and 3.3.21.28.

0058BM	ES	Recurring Support-Per New Server (Virtual Server, HP-UX OS, HP-UX SW, Unix Compute Block HW (1 vCPU/8GB vRAM))	Provides Application Hosting Services in accordance with PWS sections 3.3.21.9, 3.3.21.11, 3.3.21.14, 3.3.21.16, 3.3.21.17, 3.3.21.18, 3.3.21.19, 3.3.21.20, 3.3.21.21, 3.3.21.22, and 3.3.21.27.
0058BN	ES	Recurring Support-Per New Server (Virtual Server, RHEL OS, Red Hat SW, Windows/RHEL Compute Block HW (1 vCPU/8GB vRAM))	Provides Application Hosting Services in accordance with PWS sections 3.3.21.9, 3.3.21.11, 3.3.21.15, 3.3.21.16, 3.3.21.17, 3.3.21.18, 3.3.21.19, 3.3.21.20, 3.3.21.21, 3.3.21.22, and 3.3.21.28.
0058BP	ES	Recurring Support – “Uplift” ORACLE Database	Provides Application Hosting Services in accordance with PWS section 3.3.21.31.
0058BQ	ES	Recurring Support – “Uplift” SQL Database	Provides Application Hosting Services in accordance with PWS section 3.3.21.32.
0058BR	ES	Recurring Support – Additional HP_UX Compute Block (1 vCPU/8GB vRAM)	Provides Application Hosting Services in accordance with PWS section 3.3.21.27.
0058BS	ES	Recurring Support – Additional Windows/RHEL Compute Block (1 vCPU/8GB vRAM)	Provides Application Hosting Services in accordance with PWS section 3.3.21.28.

3. In Attachment J-1 (PWS), add the following requirements within section 3.3.21 (Application Hosting Services (AHS)):

3.3.21.4 Preparation and Setup (Per Application Instance)

The activities provide one-time preparation and setup services for each new application instance. The activities include collaborating with the Government application teams to define the application components and services, creating application level project plans, adding the application to the AHS environment, and creating initial service desk artifacts.

The ES contractor shall provide the application preparation and setup services which include:

- a. Setting up the application level project team and project plan
- b. Meeting with Government application owners to determine any special needs or requirements for the application and its components
- c. Conducting meetings, managing project deliverables, and scheduling tasks
- d. Providing status reports to Government application owners and internal teams
- e. Performing change management functions, including scheduling interaction with the application team
- f. Adding the application components to the AHS environment:
  - i. Adding the application users and group membership to Active Directory
  - ii. Adding the application container to Active Directory
  - iii. Notifying Change and Problem Management of settings for the application
  - iv. Adding the application container to the monitoring and capacity management tools
  - v. Adding the application container to the firewall configuration tool
  - vi. Adding the application container to the network management tool
  - vii. Adding the application container to the IA Security tools (e.g., ACAS)
  - viii. Adding the Application container to the Citrix Shared tools
  - ix. Adding the users and groups to the Citrix Shared tools
  - x. Verifying that all application components are in place and functioning correctly
- g. Establishing Service Desk support for the application:
  - i. Developing Tier 1 and Release Deployment Management (RDM) support processes and rules for the new application
  - ii. Updating the Service Desk Knowledge Management database with the new Application processes
  - iii. Updating the Service Desk communications for the new Application

#### 3.3.21.5 Preparation and Setup (Per Physical Server Instance)

The activities include the physical stand up of the server hardware and connection to the AHS infrastructure to make the server ready to load the selected operating system (OS). After the OS load is complete, actions will be taken to load all common tools, add the new server to the AHS environment, and perform initial scanning and remediation to achieve Server Ready For Use (SRFU) status.

The ES contractor shall provide the physical server hardware preparation and setup services which include:

- a. Setting up the project team and project plan:
  - i. Meeting with the Government application owners to determine any special needs or requirements for the physical server
  - ii. Conducting meetings, managing project deliverables, and scheduling tasks
  - iii. Providing status reports to Government application owners and internal teams
  - iv. Performing change management functions, including scheduling interaction with Government application team
- b. Standing up the physical hardware:
  - i. Racking and stacking the physical server into AHS racks
  - ii. Cabling the new physical server into the AHS infrastructure
  - iii. Activate ports for the new physical server
  - iv. Verifying the physical installation and notifying the Project Lead that the server is ready for the loading of the OS
- c. After the loading of the Operating System:
  - i. Adding the server to the IA Security tools and verifying that the IA tools can access and secure the server
  - ii. Performing the initial load of the Virus Protection tools, and verifying that the Virus Protection tools are installed correctly and are active
  - iii. Adding the server to the Performance/Capacity Management & Capacity Allocation tools and processes, and verifying that the tools can access the server
  - iv. Allocating, configuring, and attaching SAN-attached storage to the server, and verifying that the server can access the SAN storage
  - v. Adding the new server to the AHS BUR tools, processes, and documentation, and verifying that the backup is functioning correctly
  - vi. Loading the Monitoring Agent on the server, adding the server to the monitoring tools, and verifying that the monitoring tools can access and monitor the server
  - vii. Adding the server to Active Directory, SMTP, internal and external DNS, load balancers, and firewall rules, and adding server access to the Citrix Shared tools
  - viii. Performing the initial IA Vulnerability Scan, analyzing the scan results, and addressing, patching, or mitigating all IA vulnerabilities
- d. Declaring the Server to be Ready For Use (SRFU) and notifying the Government application team that they can proceed with loading the applications.

#### 3.3.21.6 Preparation and Setup (Per Virtual Server Instance)

The activities include the logical allocation of the virtual server within the AHS shared virtual environment and logical connection to the AHS infrastructure to make the server ready to load the selected Operating System (OS). After the OS load is complete, actions will be taken to load all common tools, add the new server to the AHS environment, and perform initial scanning and remediation to obtain Server Ready For Use (SRFU) status.

The ES contractor shall provide the virtual server hardware preparation and setup services which include:

- a. Setting up the project team and project plan:
  - i. Meeting with the Government application owners to determine any special needs or requirements for the physical server
  - ii. Conducting meetings, managing project deliverables, and scheduling tasks
  - iii. Providing status reports to the Government application owners and internal teams
  - iv. Performing change management functions, including scheduling interaction with the Government application team
- b. Allocating the virtual server configuration:
  - i. Allocating and building the virtual server configuration in the AHS shared virtual environment
  - ii. Verifying that the virtual server is defined correctly and can communicate with the AHS Infrastructure
  - iii. Documenting the new virtual server and configuration
  - iv. Creating a new virtual server image
  - v. Notifying the Project Lead that the virtual server is ready for the loading of the OS
- c. After the loading of the Operating System:
  - i. Adding the server to the IA Security tools, and verifying that the IA tools can access and secure the server
  - ii. Performing the initial load of the Virus Protection tools, and verifying that the Virus Protection tools are installed correctly and are active
  - iii. Adding the server to the Performance/Capacity Management & Capacity Allocation tools and processes, and verifying that the tools can access the server
  - iv. Allocating, configuring, and attaching SAN-attached storage to the server, and verifying that the server can access the SAN storage
  - v. Adding the new server to the AHS BUR tools, processes, and documentation, and verifying that the backup is functioning correctly
  - vi. Loading the Monitoring Agent on the server, adding the server to the monitoring tools, and verifying that the monitoring tools can access and monitor the server
  - vii. Adding the server to Active Directory, SMTP, internal and external DNS, load balancers, and firewall rules, and adding server access to the Citrix Shared Tools
  - viii. Performing the initial IA Vulnerability Scan, analyzing the scan results, addressing, and patching, or mitigating all IA vulnerabilities
- d. Declaring the Server Ready For Use (SRFU) and notifying the Government application team that they can proceed with loading the applications

3.3.21.7 Operating System (OS) Setup (Per Windows/Solaris/HP\_UX/RHEL OS Instance)

The ES Contractor shall provide OS-specific, one-time preparation and setup services which include:

- a. Obtaining current OS image and build installation instructions
- b. Loading the Windows OS image on the designated hardware platform
- c. Configuring the Windows OS in accordance with current build standards
- d. Applying any outstanding Windows OS STIGs
- e. Performing verification and validation of the Windows OS in accordance with NMCI/NGEN/AHS standards

3.3.21.8 OS Software Bundle Usage (Per Windows/Solaris/HP\_UX/RHEL Server Instance)

The ES Contractor shall provide Software usage services which include:

- a. Client Automation Enterprise - Server Management Software - Per Server – Software License (Windows Only)
- b. Data Center Security Server Advanced - Per Managed Server - Software License
- c. Server Backup Client – Software License
- d. Server Endpoint Protection – Software License

3.3.21.9 Operating System (OS) Ongoing Support (Per Windows/Solaris/HP\_UX/RHEL OS Instance)

Provides OS server management ongoing support services. The ES contractor shall provide an integrated set of processes, specific to the OS, which consist of:

- a. Monitoring and sustainment of the OS
- b. Monitoring and sustainment of virus protection tools and signatures
- c. Installation, testing, and documentation of OS patches
- d. Providing IAVA maintenance of devices
- e. Monitoring and sustainment of the OS in the AHS environment
- f. Managing and implementing System Authorization Access Requests (SAARs)
- g. Managing privileged accounts

Monitoring, updating, and maintaining OS backups in accordance with the AHS “base” services listed in PWS section 3.3.21.2.d and table 3.3-11

#### 3.3.21.10 Communications and Information Assurance (IA) Services (Per Physical Server)

Provides ongoing monitoring and sustainment of the Communications and IA services on a physical server that is designed to protect information using an integrated set of tools, processes, and reports.

The ES contractor shall provide the Physical Server Communications and IA services which include:

- a. Ongoing monitoring and sustainment of the physical server security services:
  - i. Government application security validation
  - ii. IA services and tools
  - iii. Intrusion detection
  - iv. Virus protection
  - v. Security event logging and reporting
  - vi. Security alert services
- b. Ongoing monitoring and sustainment of the physical server communication services:
  - i. AHS network connection, communication and services
  - ii. Managed firewalls
  - iii. DNS and load balancers
  - iv. User administration and authentication
  - v. Monitoring of physical servers for failed parts
  - vi. Providing operation and maintenance (O&M) service for the SAN-attached storage
- c. Performance and capacity management:
  - i. Monitoring physical server performance/capacity
  - ii. Providing ongoing reporting and analysis
  - iii. Notifying the AHS Government application support team of issues or concerns

#### 3.3.21.11 Communications and Information Assurance (IA) Services (Per Virtual Server)

Provides ongoing monitoring and sustainment of the Communications and IA services on a Virtual Server that is designed to protect information on a virtual server using an integrated set of tools, processes, and reports.

The ES contractor shall provide the virtual server communications and IA services which include:

- a. Ongoing monitoring and sustainment of the virtual server security services:
  - i. Application Security Validation
  - ii. IA services and tools
  - iii. Intrusion detection
  - iv. Virus protection
  - v. Security event logging and reporting
  - vi. Security alert services
- b. Ongoing monitoring and sustainment of the virtual server communication services:
  - i. AHS network connection, communication, and services
  - ii. Managed firewalls
  - iii. DNS and load balancers
  - iv. User administration and authentication
  - v. Providing operation and maintenance (O&M) service for the SAN-attached storage
  - vi. Daily review of alarms and status of the virtual server
  - vii. Monitoring and sustainment of the AHS virtual environment and the physical servers that host the solution
  - viii. Apply periodic VMTools updates and VMWare IAVA patching

- c. Performance and Capacity Management:
  - i. Monitoring virtual server performance/capacity
  - ii. Providing ongoing reporting and analysis
  - iii. Notifying the AHS Government application support team of issues or concerns

3.3.21.12 Windows Software Ongoing Usage (Per Windows Server Instance)

The ES Contractor shall provide ongoing Windows Software usage services which include:

- a. Windows Server Standard Operating System Software
- b. Server Automation Client Software Support – 24x7
- c. Server Automation Software Client Update Service / License to Use and Software Updates
- d. Server Asset Management, Incident, Problem and Change Management Software
- e. Infrastructure/Server Monitoring Software
- f. Endpoint Protection, Event and Performance Data Monitoring Tools software
- g. Server Backup Client Software Support
- h. Data Center Security Server Client Software Support

3.3.21.13 Solaris Software Ongoing Usage (Per Solaris Server Instance)

The ES Contractor shall provide ongoing Solaris Software usage services which include:

- a. Solaris Server Operating System Software
- b. Endpoint Protection, Event and Performance Data Monitoring Tools software
- c. Server Backup Client Software Support
- d. Data Center Security Server Client Software Support

3.3.21.14 HP-UX Software Ongoing Usage (Per HP-UX Server Instance)

The ES Contractor shall provide ongoing HP-UX Software usage services which include:

- a. HP-UX Server Operating System Software
- b. Endpoint Protection, Event and Performance Data Monitoring Tools software
- c. Server Backup Client Software Support
- d. Data Center Security Server Client Software Support

3.21.15 RHEL Software Ongoing Usage (Per RHEL Server Instance)

The ES Contractor shall provide ongoing RHEL Software usage services which include:

- a. Red Hat Enterprise Linux Server, Premium Support (24X7 phone and web support)
- b. Server Automation Client Software Support – 24x7
- c. Server Automation Software Client Update Service / License to Use and Software Updates
- d. Server Asset Management, Incident, Problem and Change Management Software
- e. Infrastructure/Server Monitoring Software
- f. Endpoint Protection, Event and Performance Data Monitoring Tools software
- g. Server Backup Client Software Support
- h. Data Center Security Server Client Software Support

#### 3.3.21.16 AHS Shared Infrastructure Ongoing Support

Provides ongoing support for the shared AHS infrastructure used to support all applications at the AHS. The ES contractor shall monitor and sustain the shared AHS infrastructure to include:

- a. Planning and implementation of new technologies and services for the shared AHS infrastructure
- b. Reviewing, evaluating, and designing updates for the AHS Edge Services
- c. Deployment of monthly OS-level IAVA patches to Windows-based infrastructure servers
- d. Problem Management, recording, tracking, and escalation of issues related to the shared AHS infrastructure
- e. Providing a Monthly Status report for the AHS environment (CDRLs A010 and A002)
- f. Providing ongoing integration of the AHS environment with the NMCI Data Center Operations
- g. Providing Change Management for the shared AHS infrastructure to include:
  - i. Operational control
  - ii. Operational Management Toolset
  - iii. Configuration and re-configuration of infrastructure devices
  - iv. Housekeeping and preventive maintenance of infrastructure devices
  - v. De-installation of infrastructure devices
  - vi. Inventory & Asset Management

#### 3.3.21.17 AHS Shared Infrastructure Ongoing Information Assurance (IA) Support

Provide ongoing monitoring and sustainment of the AHS shared infrastructure IA services designed to protect information using an integrated set of tools, processes, and reporting.

The ES contractor shall provide the following services:

- a. Providing ongoing monitoring of the shared AHS infrastructure IA incidents and GDA investigations.
- b. Installing Symantec Anti-Virus patches and updates
- c. Applying Etrust updates
- d. Monitoring Intrusion Detection logs
- e. Monitoring Security Event logging and reporting

#### 3.3.21.18 AHS Shared Infrastructure Ongoing Monitoring Tools Support

Provides monitoring services to monitor and report on the AHS Environment using NMCI standard automated tools and techniques.

The ES Contractor shall monitor and maintain the following AHS Shared Infrastructure Monitoring tools:

- a. HP Operations Manager (HPOM) servers
- b. HP Operations Orchestration servers
- c. HP SiteScope servers
- d. HPOM Agent maintenance/health checks

#### 3.3.21.19 AHS Shared Networking Infrastructure Support

Provides ongoing network support services and monitoring of the AHS Shared Networking Infrastructure.

The ES contractor shall provide monitoring and management of the AHS Network (Transport) and IA (Security) shared infrastructure.

- a. Services shall include:
  - i. Element Monitoring - Status, performance, alerts, and faults
  - ii. Element Management - Asset control, configuration, change control, and capacity monitoring
- b. Device Types shall include:
  - iii. Firewall/VPN
  - iv. Routers/Switches
  - v. Load Balancers
  - vi. Intrusion Prevention System (IPS)

#### 3.3.21.20 Operations Support for the AHS Shared Infrastructure

Provides ongoing operational support for the AHS shared infrastructure.

The ES contractor shall provide the following operational support activities for the AHS shared infrastructure:

- a. Providing 7x24 monitoring and management of the AHS infrastructure
- b. Government Directed Action (GDA) processing and Critical Incident Response (CIR) reporting for the AHS infrastructure servers
- c. Customer support/GDA administrative oversight for AHS infrastructure servers
- d. Alert response related to AHS shared infrastructure
- e. Client services support/tickets for AHS shared infrastructure
- f. Client services support/administrative oversight for AHS shared infrastructure
- g. Providing service desk Tier 1 and RDM support for AHS shared infrastructure  
Providing problem management for AHS shared infrastructure issues. This includes root cause determination, develop a known error and solution/workaround

#### 3.3.21.21 AHS Proving Center Lab (PCL) Support

Provides ongoing support of devices in the PCL that are used to support the AHS environment. The ES contractor shall perform monthly patch maintenance of devices in the PCL that are used to support the AHS environment.

#### 3.3.21.22 AHS Facilities Support

Provides Facilities Support at the Cherokee Data Center in Tulsa, OK, required to operate and support the AHS Environment.

The ES contractor shall provide the necessary facilities to operate the AHS environment, and these services shall consist of:

- a. 7,700 square feet of “raised floor compute” space
- b. HVAC service for the AHS environment
- c. Electrical power for the AHS environment
- d. Redundant support facilities:
  - i. HVAC (multiple units with failover)
  - ii. Power (redundant Backup generators with multiple-days fuel supply; redundant battery backup)
  - iii. Communications lines (multiple/separate communication lines provided by multiple vendors)
- e. Multi-Layer physical security
- f. Remote hands-on support

#### 3.3.21.23 Physical Medium Solaris Server Ongoing Usage (Per Physical Server)

Provides usage of a physical medium Solaris server for Government application usage.

The ES contractor shall provide a medium Solaris server that will have the following minimum specifications:

- a. SPARC 16-core 3.6 GHz processor
- b. 128 GB of DDR3-1066 DIMM memory (8 x 16GB DIMM)
- c. 600GB 10000 RPM SAS-2 onboard storage (2 x 300GB)

#### 3.3.21.24 Physical Large Solaris Server Ongoing Usage (Per Physical Server)

Provides usage of a physical large Solaris server for Government application usage.

The ES contractor shall provide a large Solaris server that will have the following minimum specifications:

- a. SPARC 32-core 4.13 GHz processor
- b. 256 GB of DDR4-2133 DIMM memory (this is change from 128 GB) (16 x 16GB DIMM)
- c. 600GB 10000 RPM SAS-3 onboard storage (2 x 300GB)

#### 3.3.21.25 Physical Small Windows/RHEL Server Ongoing Usage (Per Physical Server)

Provides usage of a physical Small Windows/RHEL server for customer application usage.

The ES contractor shall provide a Small Windows/RHEL server that will have the following minimum specifications:

- a. INTEL 8-core 2.6 GHz Processor
- b. 32 GB of DDR4-2133 MHz SDRAM memory
- c. 900GB 15000 RPM SAS onboard storage

#### 3.3.21.26 Physical Medium Windows/RHEL Server Ongoing Usage (Per Physical Server)

Provides usage of a physical Medium Windows/RHEL server for customer application usage.

The ES contractor shall provide a Medium Windows/RHEL server that will have the following minimum specifications:

- a. Two (s) INTEL 8-core 2.6 GHz Processor
- b. 128 GB of DDR4-2133 MHz SDRAM memory
- c. 3600GB 15000 RPM SAS onboard storage

#### 3.3.21.27 Virtual Unix Compute Block Ongoing Usage (Per Compute Block)

Provides usage of a UNIX virtual server Compute Block.

The ES contractor shall provide a UNIX Compute Block that provides 1 vCPU with 8GB of vRAM. The UNIX Compute Block will be allocated out of the AHS shared UNIX virtual infrastructure. Multiple Compute Blocks can be ordered and combined to create larger UNIX virtual servers as necessary

#### 3.3.21.28 Virtual Windows/RHEL Compute Block Ongoing Usage (Per Compute Block)

Provides usage of a Windows/RHEL virtual server Compute Block.

The ES contractor shall provide a Windows/RHEL compute block that provides 1 vCPU with 8GB of vRAM. The Windows/RHEL Compute Block will be allocated out of the AHS Shared Virtual Infrastructure. Multiple Compute Blocks can be ordered and combined to create larger Windows/RHEL virtual servers as necessary.

#### 3.3.21.29 ORACLE Database “Uplift” Support Setup

This optional “uplift” service provides ORACLE database preparation and setup services which include activities to plan, stand up, build out, configure, test, and certify an ORACLE database instance on AHS hosted servers.

The ES contractor shall provide personnel, processes, and services to provide the ORACLE database preparation and setup service, which will include the following activities:

- a. Project management to interface with the Government application owner to determine scope, schedule, and project plan for the ORACLE database preparation and setup activities, to include providing ongoing status and project deliverables
- b. Providing database personnel and services to plan, install, and configure an ORACLE database
- c. Installing and upgrading system level software, or ORACLE-related application software
- d. Configuring and testing the ORACLE database system environment
- e. Creating and implementing ORACLE database start-up/shutdown/runtime scripts and processes
- f. Creating and implementing ORACLE database table spaces and application table spaces
- g. Configuring and implementing remote access to client-licensed ORACLE database tools
- h. Creation of service desk Knowledge Management and Tier 1 support

#### 3.3.21.30 SQL Database “Uplift” Support Setup

This optional “uplift” service provides SQL database preparation and setup services which include activities to plan, stand up, build out, configure, test, and certify an SQL database instance on AHS hosted servers.

The ES contractor shall provide personnel, processes, and services to provide the SQL database preparation and setup service which will include the following activities:

- a. Project management to interface with the Government application owner to determine scope, schedule, and project plan for the SQL database preparation and setup activities, to include providing ongoing status and project deliverables
- b. Providing database personnel and services to plan, install, and configure an SQL database
- c. Installing and upgrading system level software, or SQL-related application software
- d. Configuring and testing the SQL database system environment
- e. Creating and implementing SQL database start-up/shutdown/runtime scripts and processes
- f. Creating and implementing SQL database table spaces and application table spaces
- g. Configuring and implementing remote access to client-licensed SQL database tools
- h. Creation of service desk Knowledge Management and Tier 1 support

#### 3.3.21.31 ORACLE Database “Uplift” - Ongoing Support

This optional Uplift provides ongoing ORACLE database management and support services that provide an integrated set of processes consisting of monitoring, evaluating, and reviewing the database environment for ongoing delivery to meet operational requirements.

The ES contractor shall provide the personnel, processes, and services to provide ongoing support for ORACLE databases which will include the following activities:

- a. Coordinating changes, including ORACLE database upgrades and patches, through the change management process
- b. Applying preventive and corrective maintenance to ORACLE database system level software
- c. Providing ongoing monitoring and support of the ORACLE database system environment backup and restore services
- d. Monitoring, maintaining, and managing ORACLE database files, ORACLE database table space, and application table space
- e. Providing system DBMS monitoring against pre-defined monitoring thresholds
- f. Identifying, escalating, and documenting problems using the problem management process
- g. Monitoring databases for space utilization and other specific database criteria to support capacity management activities
- h. Providing application resource utilization information and reports
- i. Performing routine system operation functions and console operation actions such as power on/off, reboots, and start/stop/resets

#### 3.3.21.32 SQL Database “Uplift”- Ongoing Support

This optional Uplift provides ongoing SQL database management and support services that provide an integrated set of processes consisting of monitoring, evaluating, and reviewing the database environment for ongoing delivery to meet operational requirements.

The ES contractor shall provide the personnel, processes, and services to provide ongoing support for SQL databases which will include the following activities:

- a. Coordinating changes, including SQL database upgrades and patches, through the change management process
- b. Applying preventive and corrective maintenance to SQL database system level software
- c. Providing ongoing monitoring and support of the SQL database system environment backup and restore services
- d. Monitoring, maintaining, and managing SQL database files, SQL database table space, and application table space
- e. Providing system DBMS monitoring against pre-defined monitoring thresholds
- f. Identifying, escalating, and documenting problems using the problem management process
- g. Monitoring databases for space utilization and other specific database criteria to support capacity management activities
- h. Providing application resource utilization information and reports

Performing routine system operation functions and console operation actions such as power on/off, reboots, and start/stop/resets

EXCEPT AS PROVIDED HEREIN, ALL OTHER TERMS AND CONDITIONS OF CONTRACT N00039-13-D-0013 REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1 OF 3</b>		
2. AMENDMENT/MODIFICATION NO. <b>P00096</b>		3. EFFECTIVE DATE <b>SEE BLOCK 16C.</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		N00039		7. ADMINISTERED BY (If other than Item 6)		CODE	
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 <sup>th</sup> Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil				<b>Definitize a Portion of the CLIN 0090 (Tech Refresh Material Pricing (Option Year2)):</b> <b>TRP4_0073/TRP4_0088/TRP4_0055/TRP4_0101/TRP4_0049</b>			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NO.	
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171						9B. DATED (SEE ITEM 11)	
CODE				FACILITY CODE IU305		10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013	
				X		10B. DATED (SEE ITEM 11) 27 June 2013	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. <b>FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)</b>
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

**-SEE HEREIN-**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <b>Walter R. Leavy, Legal/Contracts</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Jose Cervantes, Contracting Officer</b>	
15B. CONTRACTOR/OFFEROR <b>(b)(6)</b>	15C. DATE SIGNED <b>4/19/16</b>	16B. UNITED STATES OF AMERICA <b>(b)(6)</b>	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

The purpose of this modification is to 1) definitize a portion of the Option Year2 CLIN 2090 (Tech Refresh Material) pricing. Refer to P00012, P00025, P00030, P00038, P00046, P00048, P00053, P00055, P00062, P00065, P00067, P00069, P00079, P00081, P00083, P00086, P00088, P00091, and P00092 for previous CLIN x090 definitizations. Refer to RAPT requests PMNMCI-9999-2016-NG1922 & NG1954 & NG2148 & NG2149 & NG2238 for all requirement documentation.

1. In Section B, re-allocate \$1,201,370.25 from the "Not-to-Exceed" ceiling amount of Option Year 3 CLIN 3090AB (ES segment) to Option Year 2 CLIN 2090AB (ES segment).

#### Option Year 3 Ceiling Decrease

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
3090AB	ES	Tech Refresh Material (ES)	-	LOT	(b)(4) (b)(4) (b)(4)	-

#### Option Year 2 Ceiling Increase

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AB	ES	Tech Refresh Material (ES)	-	LOT	(b)(4) (b)(4)	-

2. In Section B, revise the following CLIN 0090 values as a result of definitizing a portion of the "Not-to-Exceed" pricing for CLINs 2090AA and 2090AB.

2090AA: \$(b)(4)

2090AB: (b)(4)

From:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

As established under contract modification N00039-13-D-0013 P00092 (2090AA)

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AB	ES	Tech Refresh Material (ES)	-	LOT	(b)(4)	-

As established in paragraph 1 above (2090AB)

To:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-
CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AB	ES	Tech Refresh Material (ES)	-	LOT	(b)(4)	-

3. In section B, establish the following CLIN that definitizes a portion of the “Not-to-Exceed” pricing during Option Year2:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AU	TXS	Tech Refresh Material (TXS) – (TRP4_0073)	-	EA	(b)(4)	-
2090AV	TXS	Tech Refresh Material (TXS) – (TRP4_0088)	-	EA	(b)(4)	-
2090AW	ES	Tech Refresh Material (ES) – (TRP4_0055)	-	EA	(b)(4)	-
2090AX	TXS	Tech Refresh Material (TXS) – (TRP4_0101)	-	EA	(b)(4)	-
2090AY	ES	Tech Refresh Material (ES) – (TRP4_0049)	-	EA	(b)(4)	-

4. In Section C, establish the following CLINs that definitize a portion of the “Not-to-Exceed” pricing:

CLIN	ES/TXS	Supplies/Services	Description
2090AU	TXS	Tech Refresh Material (TXS) – (TRP4_0073)	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16.  This CLIN covers the purchase of (TRP4_0073) equipment.
2090AV	TXS	Tech Refresh Material (TXS) – (TRP4_0088)	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16.  This CLIN covers the purchase of (TRP4_0088) equipment.
2090AW	ES	Tech Refresh Material (ES) – (TRP4_0055)	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16.  This CLIN covers the purchase of (TRP4_0055) equipment.
2090AX	TXS	Tech Refresh Material (TXS) – (TRP4_0101)	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16.  This CLIN covers the purchase of (TRP4_0101) equipment.
2090AY	ES	Tech Refresh Material (ES) – (TRP4_0049)	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16.  This CLIN covers the purchase of (TRP4_0049) equipment.

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1 OF 3</b>				
2. AMENDMENT/MODIFICATION NO. <b>P00097</b>		3. EFFECTIVE DATE <b>SEE BLOCK 16C.</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. <i>(If applicable)</i>			
6. ISSUED BY CODE		N00039		7. ADMINISTERED BY <i>(If other than Item 6)</i> CODE					
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 <sup>th</sup> Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil				<b>Definitize a Portion of the CLIN 0090 (Tech Refresh Material Pricing (Option Year2)):</b> <b>TRP4_0102 and TRP4_0072</b>					
8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, country, State and ZIP Code)</i>				(X)	9A. AMENDMENT OF SOLICITATION NO.				
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171					9B. DATED <i>(SEE ITEM 11)</i>				
				X	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>N00039-13-D-0013</b>				
					10B. DATED <i>(SEE ITEM 11)</i> <b>27 June 2013</b>				
CODE		FACILITY CODE IU305							

<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>		
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended <input type="checkbox"/> is not extended.		

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA <i>(If required)</i>	
NOT APPLICABLE	

<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>	
(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. <b>FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)</b>
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation date, etc.)</i> SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER <i>(Specify type of modification and authority)</i>



E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i>	
Walter R. Leavy, Legal/Contracts		Jose Cervantes, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY  <i>(Signature of person authorized to sign)</i>	5/4/16	BY  <i>(Signature of Contracting Officer)</i>	5/5/2016

The purpose of this modification is to 1) definitize a portion of the Option Year2 CLIN 2090 (Tech Refresh Material) pricing. Refer to P00012, P00025, P00030, P00038, P00046, P00048, P00053, P00055, P00062, P00065, P00067, P00069, P00079, P00081, P00083, P00086, P00088, P00091, P00092, and P00096 for previous CLIN x090 definitizations.

Refer to RAPT requests PMNMCI-9999-2016-NG2240 and NG2255 for all requirement documentation.

1. In Section B, re-allocate<sup>(b)4)</sup> from the “Not-to-Exceed” ceiling amount of Option Year 3 CLIN 3090AB (ES segment) to Option Year 2 CLIN 2090AB (ES segment).

#### Option Year 3 Ceiling Decrease

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
3090AB	ES	Tech Refresh Material (ES)	-	LOT	(b)4) (b)4)	-

#### Option Year 2 Ceiling Increase

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AB	ES	Tech Refresh Material (ES)	-	LOT	(b)4 )	-

2. In Section B, revise the following CLIN 0090 value as a result of definitizing a portion of the “Not-to-Exceed” pricing for 2090AB.

2090AB: (b)4)

From:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AB	ES	Tech Refresh Material (ES)	-	LOT	(b)4)	-

As established in paragraph 1 above (2090AB)

To:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AB	ES	Tech Refresh Material (ES)	-	LOT	(b)4)	-

3. In section B, establish the following CLINs that definitize a portion of the “Not-to-Exceed” pricing during Option Year2:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AZ	ES	Tech Refresh Material (TXS) – (TRP4_0102)	-	EA	(b)4	-
2090BA	ES	Tech Refresh Material (TXS) – (TRP4_0072)	-	EA	(b)4	-

4. In Section C, establish the following CLINs that definitize a portion of the “Not-to-Exceed” pricing:

CLIN	ES/TXS	Supplies/Services	Description
2090AZ	ES	Tech Refresh Material (TXS) – (TRP4_0102)	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16.  This CLIN covers the purchase of (TRP4_0102) equipment.
2090BA	ES	Tech Refresh Material (TXS) – (TRP4_0072)	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16.  This CLIN covers the purchase of (TRP4_0072) equipment.

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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J

1 OF 2

2. AMENDMENT/MODIFICATION NO. P00098		3. EFFECTIVE DATE SEE BLOCK 16C.		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		N00039		7. ADMINISTERED BY (If other than Item 6)		CODE	
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 <sup>th</sup> Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil				Incorporate Changes to USMC SLINs 0003AB, 0003AD, 0003AF, 0004AB, 0004AE (Option Year 2 only) and Attachments J-19C and J-20C			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NO.	
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171						9B. DATED (SEE ITEM 11)	
CODE				FACILITY CODE IU305		10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013	
				X		10B. DATED (SEE ITEM 11) 27 June 2013	

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.

IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Glen D. Shuart, Legal/Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jose Cervantes, Contracting Officer	
15B. CONTRACTOR/OFFEROR (b)(6)	15C. DATE SIGNED 5/31/2016	16B. UNITED STATES OF AMERICA (b)(6)	16C. DATE SIGNED 5/31/2016
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

The purpose of this modification is to modify Sub-Contract Line Item Numbers (SLINs) 2003AB, 2003AD, 2003AF, 2004AB, and 2004AE (Option Year 2 Only) within Section B, and to update contract Attachments J-19C and J-20C, which were introduced through contract modification P00084. See paragraphs below for specific changes:

1. Under Contract section B (Supplies or Services and Prices/Costs) the following SLINs are revised:

- a. SLIN 2003AB unit price is hereby increased from (b)(4)
- b. SLIN 2003AD unit price is hereby increased from (b)(4)
- c. SLIN 2003AF unit price is hereby decreased from (b)(4)
- d. SLIN 2004AB unit price is hereby decreased from (b)(4)
- e. SLIN 2004AE unit price is hereby decreased from (b)(4)

2. Under Contract Section J: List of Attachments, the following changes are made:

a. Attachment 19C -USMC TXS CLIN Definitions:

- i. Title Page Tab, date is updated from 26 January 2016 to 25 May 2016.
- ii. Instructions Tab, Option Year2 SLIN 0003AB price has been updated from (b)(4) SLIN 0003AD price has been updated from (b)(4) and SLIN 0003AF has been updated (b)(4)
- iii. TXS Services Tab, incorporate various labor hour/rate changes within the CLIN 0003AB, 0003AD, and 0003AF sections.

b. Attachment 20C -USMC ES CLIN Definitions:

- t. Title Page Tab, date is updated from 26 January 2016 to 25 May 2016.
- ii. Instructions Tab, Option Year2 SLIN 0004AB price has been updated from (b)(4) and SLIN 0004AE has been updated from (b)(4)
- iii. ES Services Tab, incorporate various labor hour/rate changes within the CLIN 0004AB and 0004AE sections.

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE <b>J</b>	PAGE OF PAGES <b>1 OF 7</b>
2. AMENDMENT/MODIFICATION NO. <b>P00099</b>		3. EFFECTIVE DATE <b>SEE BLOCK 14/16C</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE <b>N00039</b>		7. ADMINISTERED BY (If other than Item 6) CODE		
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 <sup>th</sup> Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil		<b>Add New Locations to Section H-8 and Update Attachment J-5 (Wage Determination)</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)			(X)	9A. AMENDMENT OF SOLICITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>N00039-13-D-0013</b>
				10B. DATED (SEE ITEM 11)
CODE		FACILITY CODE <b>IU305</b>		

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <b>Walt Leavy, Legal/Contracts</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Jose Cervantes, Contracting Officer</b>	
15B. CONTRACTOR/OFFEROR <b>(b)(6)</b> BY _____ (Signature of person authorized to sign)	15C. DATE SIGNED <b>6/16/16</b>	16B. UNITED STATES OF AMERICA <b>(b)(6)</b> BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

The purpose of this modification is to update section H-8 and to add Wage Determination information for the following counties, "Monterey California, Clay Missouri, Platte Missouri, Rockingham New Hampshire, LaMoure North Dakota, Jackson Missouri, Shelby Tennessee, Snomish Washington, and Douglas Nebraska" within Attachment J-5 (Wage Determination), which was previously modified under contract modification P00061. The additional information is contained within the Attachment J-5 revision (filename: **Attch 05 Wage Determinations N00039-13-D-0013 1 June 2016**), pages 811-880, and applies to Option Year 2 (1 October 2015 to 30 September 2016).

1. Under Section H (Special Contract Clauses), update section **H-8 (5252.222-9600 WAGE DETERMINATION APPLICABLE, SERVICE CONTRACT ACT (JUL 1989))** to include the following additional locations:

<b>County</b>	<b>State</b>
Monterey	CA
Clay	MO
Platte	MO
LaMoure	ND
Rockingham	NH
Snohomish	WA

From:

**H-8 (5252.222-9600 WAGE DETERMINATION APPLICABLE, SERVICE CONTRACT ACT (JUL 1989))**

Attachment J-5 (Wage Determination) incorporated herein sets forth the applicable Service Contract Act Wage Determination by the Secretary of Labor for Occupation Codes 01000 Administrative Support and Clerical Occupations, 14000 Information Technology Occupations, 15000 Instructional Occupations, 21000 Materials Handling and Packing Occupations, 23000 Mechanics and Maintenance and Repair Occupations, and 30000 Technical Occupations in the following locations:

<b>County</b>	<b>State</b>
Jefferson	AL
Maricopa	AZ
Yuma	AZ
Los Angeles	CA
Kern	CA
Kings County	CA
Ventura	CA
Mono	CA
Orange	CA
San Bernardino	CA
San Diego	CA
San Mateo	CA
Arapahoe	CO
Denver	CO
Larimer	CO
Hartford	CT
New London	CT

Dade	FL
Hillsborough	FL
Bay	FL
Escambia	FL
Duval	FL
Monroe	FL
Orange	FL
Pasco	FL
Pinellas	FL
Cobb	GA
Dougherty	GA
Fulton	GA
Houston	GA
Peach	GA
Guam (Statewide)	GU
Hawaii (Statewide)	HI
Polk	IA
Warren	IA
Ada	ID
Cook	IL
Lake	IL
Martin	IN
Sedgwick	KS
Orleans	LA
Hampden	MA
Suffolk	MA
Worcester	MA
Baltimore	MD
Baltimore City	MD
Charles	MD
York	ME
Macomb	MI
Calhoun	MI
Hennepin	MN
St. Louis	MO
Christian	MO
Greene	MO
Jackson	MO
Harrison	MS
Mecklenburg	NC
Craven	NC
Onslow	NC
Wake	NC
Douglas	NE
Monmouth	NJ
Morris	NJ
Ocean	NJ
Burlington	NJ
Gloucester	NJ
Sandoval	NM
Bronx	NY

Kings County	NY
Nassau	NY
New York	NY
Monroe	NY
Onondaga	NY
Orange	NY
Queens	NY
Richmond	NY
Cuyahoga	OH
Delaware	OH
Fairfield	OH
Franklin	OH
Oklahoma	OK
Multnomah	OR
Bucks	PA
Allegheny	PA
Cambria	PA
Cumberland	PA
Newport	RI
Beaufort	SC
Richland	SC
Hamilton	TN
Shelby County	TN
Knox	TN
Bexar	TX
Montgomery	TX
Fort Bend	TX
Harris	TX
Nueces	TX
Collin	TX
Denton	TX
Lubbock	TX
Tarrant	TX
Salt Lake	UT
Arlington	VA
City of Norfolk	VA
City of Virginia Beach	VA
Fairfax	VA
Fauquier	VA
Hanover	VA
Prince William	VA
Shenandoah	VA
Island	WA
Pierce County	WA
Kitsap	WA

To:

Attachment J-5 (Wage Determination) incorporated herein sets forth the applicable Service Contract Act Wage Determination by the Secretary of Labor for Occupation Codes 01000 Administrative Support and Clerical Occupations, 14000 Information Technology Occupations, 15000 Instructional Occupations, 21000 Materials Handling and Packing Occupations, 23000 Mechanics and Maintenance and Repair Occupations, and 30000 Technical Occupations in the following locations:

<b>County</b>	<b>State</b>
Jefferson	AL
Maricopa	AZ
Yuma	AZ
Los Angeles	CA
Kern	CA
Kings County	CA
Ventura	CA
Mono	CA
Monterey	CA
Orange	CA
San Bernardino	CA
San Diego	CA
San Mateo	CA
Arapahoe	CO
Denver	CO
Larimer	CO
Hartford	CT
New London	CT
Dade	FL
Hillsborough	FL
Bay	FL
Escambia	FL
Duval	FL
Monroe	FL
Orange	FL
Pasco	FL
Pinellas	FL
Cobb	GA
Dougherty	GA
Fulton	GA
Houston	GA
Peach	GA
Guam (Statewide)	GU
Hawaii (Statewide)	HI
Polk	IA
Warren	IA
Ada	ID
Cook	IL
Lake	IL
Martin	IN
Sedgwick	KS

Orleans	LA
Hampden	MA
Suffolk	MA
Worcester	MA
Baltimore	MD
Baltimore City	MD
Charles	MD
York	ME
Macomb	MI
Calhoun	MI
Hennepin	MN
St. Louis	MO
Christian	MO
Greene	MO
Jackson	MO
Clay	MO
Platte	MO
Harrison	MS
Mecklenburg	NC
Craven	NC
Onslow	NC
Wake	NC
LaMoure	ND
Douglas	NE
Rockingham	NH
Monmouth	NJ
Morris	NJ
Ocean	NJ
Burlington	NJ
Gloucester	NJ
Sandoval	NM
Bronx	NY
Kings County	NY
Nassau	NY
New York	NY
Monroe	NY
Onondaga	NY
Orange	NY
Queens	NY
Richmond	NY
Cuyahoga	OH
Delaware	OH
Fairfield	OH
Franklin	OH
Oklahoma	OK
Multnomah	OR
Bucks	PA
Allegheny	PA
Cambria	PA
Cumberland	PA
Newport	RI

Beaufort	SC
Richland	SC
Hamilton	TN
Shelby County	TN
Knox	TN
Bexar	TX
Montgomery	TX
Fort Bend	TX
Harris	TX
Nueces	TX
Collin	TX
Denton	TX
Lubbock	TX
Tarrant	TX
Salt Lake	UT
Arlington	VA
City of Norfolk	VA
City of Virginia Beach	VA
Fairfax	VA
Fauquier	VA
Hanover	VA
Prince William	VA
Shenandoah	VA
Island	WA
Pierce County	WA
Kitsap	WA
Snohomish	WA

2. Under Section J (List of Attachments), incorporate the Attachment J-5 (Wage Determination) revision (filename: **Attch 05 Wage Determinations N00039-13-D-0013 1 June 2016**), which includes the additional locations stated in above.

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

J

PAGE OF PAGES

1 OF 9

2. AMENDMENT/MODIFICATION NO. P00100	3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 <sup>th</sup> Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil	CODE N00039	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171		Add/Update Section B SLINs under CLINs x007, x008, x010, x011, x015 (Option Year 3 only) – Navy Working Capital Fund Fair-Share Amounts	
CODE		FACILITY CODE IU305	

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.

## IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print) Jonathan Dantzier, Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kimberly L. Reavis, Contracting Officer	
15B. CONTRACTOR/OFFEROR (b)(6)	15C. DATE SIGNED 7-27-16	16B. UNITED STATES OF AMERICA (b)(6)	16C. DATE SIGNED
BY (Signature of Person Authorized to sign)		BY (Signature of Contracting Officer)	

The purpose of this modification is to modify Sections B to add SLINs under CLINs x007, x008, x010, x011, x015 (Option Year 3 only – subject to the Government exercising this option year) to allow Navy Working Capital Fund (MWCF) activities to receive/pay for these services. The corresponding Section C item description language was established under P00017 (and updated under P00057) and shall apply to the new Option Year 3 Section B SLINs established herein.

1. In Section B, revise the following SLIN values:

From:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
3007AA	TXS	USN - Transport Operational and Sustainment Services - Unclassified	-	Monthly	(b)(4)	-
3007AB	TXS	USN - Transport Operational and Sustainment Services - Classified	-	Monthly		-
3008AA	ES	Enterprise Operational and Sustainment Services - Unclassified	-	Monthly		-
3008AB	ES	Enterprise Operational and Sustainment Services - Classified	-	Monthly		-
3010AA	TXS	Security Management (TXS) - Unclassified	-	Monthly		-
3010AB	TXS	Security Management (TXS) - Classified	-	Monthly		-
3011AA	ES	Security Management (ES) - Unclassified	-	Monthly		-
3011AB	ES	Security Management (ES) - Classified	-	Monthly		-
3015AA	ES	Enterprise Messaging Services - Unclassified	-	Monthly		-
3015AB	ES	Enterprise Messaging Services - Classified	-	Monthly		-

To:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
3007AA	TXS	USN - Transport Operational and Sustainment Services - Unclassified (PMW205)	-	Monthly	(b)(4)	-
3007AC	TXS	USN - Transport Operational and Sustainment Services - Unclassified (NRL)	-	Monthly	(b)(4)	-
3007AD	TXS	USN - Transport Operational and Sustainment Services - Unclassified (NAWC)	-	Monthly	(b)(4)	-
3007AE	TXS	USN - Transport Operational and Sustainment Services - Unclassified (FRC)	-	Monthly	(b)(4)	-
3007AF	TXS	USN - Transport Operational and Sustainment Services - Unclassified (NSWC)	-	Monthly	(b)(4)	-
3007AG	TXS	USN - Transport Operational and Sustainment Services - Unclassified (NUWC)	-	Monthly	(b)(4)	-
3007AH	TXS	USN - Transport Operational and Sustainment Services - Unclassified (EXWC)	-	Monthly	(b)(4)	-
3007AJ	TXS	USN - Transport Operational and Sustainment Services - Unclassified (FAC)	-	Monthly	(b)(4)	-
3007AK	TXS	USN - Transport Operational and Sustainment Services - Unclassified (SSC)	-	Monthly	(b)(4)	-
3007AL	TXS	USN - Transport Operational and Sustainment Services - Unclassified (SUP)	-	Monthly	(b)(4)	-
3007AM	TXS	USN - Transport Operational and Sustainment Services - Unclassified (MSC)	-	Monthly	(b)(4)	-
3007AB	TXS	USN - Transport Operational and Sustainment Services - Classified (PMW205)	-	Monthly	(b)(4)	-
3007AN	TXS	USN - Transport Operational and Sustainment Services - Classified (NRL)	-	Monthly	(b)(4)	-
3007AP	TXS	USN - Transport Operational and Sustainment Services - Classified (NAWC)	-	Monthly	(b)(4)	-

3007AQ	TXS	USN - Transport Operational and Sustainment Services - Classified (FRC)	-	Monthly	(b)(4)	-
3007AR	TXS	USN - Transport Operational and Sustainment Services - Classified (NSWC)	-	Monthly	(b)(4)	-
3007AS	TXS	USN - Transport Operational and Sustainment Services - Classified (NUWC)	-	Monthly	(b)(4)	-
3007AT	TXS	USN - Transport Operational and Sustainment Services - Classified (EXWC)	-	Monthly	(b)(4)	-
3007AU	TXS	USN - Transport Operational and Sustainment Services - Classified (FAC)	-	Monthly	(b)(4)	-
3007AV	TXS	USN - Transport Operational and Sustainment Services - Classified (SSC)	-	Monthly	(b)(4)	-
3007AW	TXS	USN - Transport Operational and Sustainment Services - Classified (SUP)	-	Monthly	(b)(4)	-
3007AX	TXS	USN - Transport Operational and Sustainment Services - Classified (MSC)	-	Monthly	(b)(4)	-

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
3008AA	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (PMW205)	-	Monthly	(b)(4)	-
3008AC	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (NRL)	-	Monthly	(b)(4)	-
3008AD	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (NAWC)	-	Monthly	(b)(4)	-
3008AE	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (FRC)	-	Monthly	(b)(4)	-
3008AF	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (NSWC)	-	Monthly	(b)(4)	-
3008AG	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (NUWC)	-	Monthly	(b)(4)	-
3008AH	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (EXWC)	-	Monthly	(b)(4)	-

3008AJ	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (FAC)	-	Monthly	(b)4	-
3008AK	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (SSC)	-	Monthly		-
3008AL	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (SUP)	-	Monthly		-
3008AM	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (MSC)	-	Monthly		-
3008AB	ES	Enterprise Operational and Sustainment Services (ES) - Classified (PMW205)	-	Monthly		-
3008AN	ES	Enterprise Operational and Sustainment Services (ES) - Classified (NRL)	-	Monthly		-
3008AP	ES	Enterprise Operational and Sustainment Services (ES) - Classified (NAWC)	-	Monthly		-
3008AQ	ES	Enterprise Operational and Sustainment Services (ES) - Classified (FRC)	-	Monthly		-
3008AR	ES	Enterprise Operational and Sustainment Services (ES) - Classified (NSWC)	-	Monthly		-
3008AS	ES	Enterprise Operational and Sustainment Services (ES) - Classified (NUWC)	-	Monthly		-
3008AT	ES	Enterprise Operational and Sustainment Services (ES) - Classified (EXWC)	-	Monthly		-
3008AU	ES	Enterprise Operational and Sustainment Services (ES) - Classified (FAC)	-	Monthly		-
3008AV	ES	Enterprise Operational and Sustainment Services (ES) - Classified (SSC)	-	Monthly		-
3008AW	ES	Enterprise Operational and Sustainment Services (ES) - Classified (SUP)	-	Monthly		-
3008AX	ES	Enterprise Operational and Sustainment Services (ES) - Classified (MSC)	-	Monthly		-

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
3010AA	TXS	Security Management (TXS) - Unclassified (PMW205)	-	Monthly	(b)(4)	-
3010AC	TXS	Security Management (TXS) - Unclassified (NRL)	-	Monthly	(b)(4)	-
3010AD	TXS	Security Management (TXS) - Unclassified (NAWC)	-	Monthly	(b)(4)	-
3010AE	TXS	Security Management (TXS) - Unclassified (FRC)	-	Monthly	(b)(4)	-
3010AF	TXS	Security Management (TXS) - Unclassified (NSWC)	-	Monthly	(b)(4)	-
3010AG	TXS	Security Management (TXS) - Unclassified (NUWC)	-	Monthly	(b)(4)	-
3010AH	TXS	Security Management (TXS) - Unclassified (EXWC)	-	Monthly	(b)(4)	-
3010AJ	TXS	Security Management (TXS) - Unclassified (FAC)	-	Monthly	(b)(4)	-
3010AK	TXS	Security Management (TXS) - Unclassified (SSC)	-	Monthly	(b)(4)	-
3010AL	TXS	Security Management (TXS) - Unclassified (SUP)	-	Monthly	(b)(4)	-
3010AM	TXS	Security Management (TXS) - Unclassified (MSC)	-	Monthly	(b)(4)	-
3010AB	TXS	Security Management (TXS) - Classified (PMW205)	-	Monthly	(b)(4)	-
3010AN	TXS	Security Management (TXS) - Classified (NRL)	-	Monthly	(b)(4)	-
3010AP	TXS	Security Management (TXS) - Classified (NAWC)	-	Monthly	(b)(4)	-
3010AQ	TXS	Security Management (TXS) - Classified (FRC)	-	Monthly	(b)(4)	-
3010AR	TXS	Security Management (TXS) - Classified (NSWC)	-	Monthly	(b)(4)	-
3010AS	TXS	Security Management (TXS) - Classified (NUWC)	-	Monthly	(b)(4)	-
3010AT	TXS	Security Management (TXS) - Classified (EXWC)	-	Monthly	(b)(4)	-
3010AU	TXS	Security Management (TXS) - Classified (FAC)	-	Monthly	(b)(4)	-
3010AV	TXS	Security Management (TXS) - Classified (SSC)	-	Monthly	(b)(4)	-
3010AW	TXS	Security Management (TXS) - Classified (SUP)	-	Monthly	(b)(4)	-
3010AX	TXS	Security Management (TXS) - Classified (MSC)	-	Monthly	(b)(4)	-

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
3011AA	ES	Security Management (ES) - Unclassified (PMW205)	-	Monthly	(b)(4)	-
3011AC	ES	Security Management (ES) - Unclassified (NRL)	-	Monthly		-
3011AD	ES	Security Management (ES) - Unclassified (NAWC)	-	Monthly		-
3011AE	ES	Security Management (ES) - Unclassified (FRC)	-	Monthly		-
3011AF	ES	Security Management (ES) - Unclassified (NSWC)	-	Monthly		-
3011AG	ES	Security Management (ES) - Unclassified (NUWC)	-	Monthly		-
3011AH	ES	Security Management (ES) - Unclassified (EXWC)	-	Monthly		-
3011AJ	ES	Security Management (ES) - Unclassified (FAC)	-	Monthly		-
3011AK	ES	Security Management (ES) - Unclassified (SSC)	-	Monthly		-
3011AL	ES	Security Management (ES) - Unclassified (SUP)	-	Monthly		-
3011AM	ES	Security Management (ES) - Unclassified (MSC)	-	Monthly		-
3011AB	ES	Security Management (ES) - Classified (PMW205)	-	Monthly		-
3011AN	ES	Security Management (ES) - Classified (NRL)	-	Monthly		-
3011AP	ES	Security Management (ES) - Classified (NAWC)	-	Monthly		-
3011AQ	ES	Security Management (ES) - Classified (FRC)	-	Monthly		-
3011AR	ES	Security Management (ES) - Classified (NSWC)	-	Monthly		-
3011AS	ES	Security Management (ES) - Classified (NUWC)	-	Monthly		-
3011AT	ES	Security Management (ES) - Classified (EXWC)	-	Monthly		-
3011AU	ES	Security Management (ES) - Classified (FAC)	-	Monthly		-
3011AV	ES	Security Management (ES) - Classified (SSC)	-	Monthly		-
3011AW	ES	Security Management (ES) - Classified (SUP)	-	Monthly		-
3011AX	ES	Security Management (ES) - Classified (MSC)	-	Monthly		-

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
3015AA	ES	Enterprise Messaging Services - Unclassified (PMW205)	-	Monthly	(b)(4)	-
3015AC	ES	Enterprise Messaging Services - Unclassified (NRL)	-	Monthly	(b)(4)	-
3015AD	ES	Enterprise Messaging Services - Unclassified (NAWC)	-	Monthly	(b)(4)	-
3015AE	ES	Enterprise Messaging Services - Unclassified (FRC)	-	Monthly	(b)(4)	-
3015AF	ES	Enterprise Messaging Services - Unclassified (NSWC)	-	Monthly	(b)(4)	-
3015AG	ES	Enterprise Messaging Services - Unclassified (NUWC)	-	Monthly	(b)(4)	-
3015AH	ES	Enterprise Messaging Services - Unclassified (EXWC)	-	Monthly	(b)(4)	-
3015AJ	ES	Enterprise Messaging Services - Unclassified (FAC)	-	Monthly	(b)(4)	-
3015AK	ES	Enterprise Messaging Services - Unclassified (SSC)	-	Monthly	(b)(4)	-
3015AL	ES	Enterprise Messaging Services - Unclassified (SUP)	-	Monthly	(b)(4)	-
3015AM	ES	Enterprise Messaging Services - Unclassified (MSC)	-	Monthly	(b)(4)	-
3015AB	ES	Enterprise Messaging Services - Classified (PMW205)	-	Monthly	(b)(4)	-
3015AN	ES	Enterprise Messaging Services - Classified (NRL)	-	Monthly	(b)(4)	-
3015AP	ES	Enterprise Messaging Services - Classified (NAWC)	-	Monthly	(b)(4)	-
3015AQ	ES	Enterprise Messaging Services - Classified (FRC)	-	Monthly	(b)(4)	-
3015AR	ES	Enterprise Messaging Services - Classified (NSWC)	-	Monthly	(b)(4)	-
3015AS	ES	Enterprise Messaging Services - Classified (NUWC)	-	Monthly	(b)(4)	-
3015AT	ES	Enterprise Messaging Services - Classified (EXWC)	-	Monthly	(b)(4)	-
3015AU	ES	Enterprise Messaging Services - Classified (FAC)	-	Monthly	(b)(4)	-
3015AV	ES	Enterprise Messaging Services - Classified (SSC)	-	Monthly	(b)(4)	-
3015AW	ES	Enterprise Messaging Services - Classified (SUP)	-	Monthly	(b)(4)	-

3015AX	ES	Enterprise Messaging Services - Classified (MSC)	-	Monthly	(b)(4)	-
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All other terms and conditions of contract N00039-13-D-0013 remain unchanged and in full force and effect.

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

J

PAGE OF PAGES

1 OF 6

2. AMENDMENT/MODIFICATION NO. P00101	3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 <sup>th</sup> Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil	CODE N00039	7. ADMINISTERED BY (If other than item 6)	CODE Modify Tables 3.3-4: Modernization Initiative Timeline and 3.3-5: Server Farm Consolidation Sites in Attachment 01, Performance Work Statement (PWS) of the Existing NGEN Contract
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)  HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171		(X)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013
			10B. DATED (SEE ITEM 11) 27 June 2013
CODE	FACILITY CODE IU305		

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 43.103(a)(3) – BILATERAL MODIFICATIONS (29 MAY 2014)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF _____
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf)

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Jonathan Dantzer, Contracts Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kimberly Reavis, Contracting Officer
15B. CONTRACTOR/OFFEROR (b)(6)	16B. (b)(6)
15C. DATE SIGNED 7-27-16	BY _____ (Signature of Contracting Officer)

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)  
FAR (48 CFR) 53.243

The purpose of this modification is to modify Tables 3.3-4 and 3.3-5 in Attachment 01 - Performance Work Statement (PWS) in the existing NGEN Contract N00039-13-D-0013. This update comes from the most current Attachment 01 from the contract copy as of 29 Jan 2016, conformed through modification P00095. The modifications for the aforementioned tables are as follows:

Revise 'Table 3.3-4: Modernization Initiative Implementation Timeline' to reflect changes (yellow highlight) to the key notes and modernization timeframe for some of the sites.

FROM: (Original)

**Table 3.3-4: Modernization Initiative Implementation Timeline**

		Timeframe				
Site Profile	CoSC	BY	OY1	OY2	OY3	OY4
Modernization Tier 1						
Norfolk	TE (QoS)	TRANSITION	TE (MPLS)	IPV	DVI, SFC, & SAR	
Jacksonville	TE (QoS)		TE (MPLS)	IPV	DVI & SAR	
Bremerton	TE (QoS)		TE (MPLS)	DVI, SFC, SAR, & IPV6		
San Diego	TE (QoS)		TE (MPLS) & DVI	SFC, SAR & IPV6		
Hawaii	TE (QoS)		TE (MPLS)	SFC, SAR & IPV6		
Modernization Tier 2						
Norfolk Region		TRANSITION	TE (MPLS & QoS)		DVI, SFC & SAR	
Jacksonville Region			TE (MPLS & QoS) & SFC		DVI & SAR	
Bremerton Region			TE (MPLS & QoS)	DVI, SFC & SAR		
San Diego Region			TE (MPLS & QoS)	DVI, SFC & SAR		
Hawaii Region			TE (MPLS & QoS)	DVI & SAR		
Modernization Tier 3						
Norfolk Region		TRANSITION		TE (MPLS & QoS)		
Jacksonville Region				TE (MPLS & QoS)		
Bremerton Region				TE (MPLS & QoS)		
San Diego Region				TE (MPLS & QoS)		
Hawaii Region				TE (MPLS & QoS)		
Modernization Tier 4						
Norfolk Region		TRANSITION			TE (MPLS & QoS)	
Jacksonville Region					TE (MPLS & QoS)	
Bremerton Region					TE (MPLS & QoS)	
San Diego Region					TE (MPLS & QoS)	
Hawaii Region					TE (MPLS & QoS)	
Max DV Seats Per Year		TRANSITION	11700	3510	35100	35100
Key						
TE	Traffic Engineering					
QoS	Quality of Service					
MPLS	Multi-Protocol Label Switching					
DVI	Desktop Virtualization Infrastructure					
SAR	Storage Architecture Redesign					
SFC	Server Farm Consolidation					
IPV6	Internet Protocol Version 6					
Modernization Tier 1	Sites with B1					
Modernization Tier 2	Sites with Server Farms and no B1s					
Modernization Tier 3	Site with Micro Server Farms and other prioritized sites					
Modernization Tier 3	Remaining Sites with UTBs					
Modernization Tier 5	Not Listed - VSSD sites					

**NOTES**

- 1) Offerors must schedule modernization initiatives to be completed by the end of the option year identified
- 2) Offerors cannot deploy initiative until the start of the option year, with the exception of SAR, which may be deployed immediately after AFOR
- 3) Tech Refresh and modernization implementation cannot occur until after AFOR
- 4) Planning, design, T&E and C&A activities must be completed in the year prior to implementation
- 5) The Government will conduct SETR activities & events for the first instance of each modernization initiative in the year prior to deployment
- 6) For sites being consolidated or added under SFC, implement modernization initiatives according to the Modernization Tier after SFC (e.g. OCEN moves to Tier 3)
- 7) FSP 4 Other sites are those sites with more than 25 seats and no server farm
- 8) DVI implementation is optional
- 9) Facilities will be provided by the Government for the PNSC Micro Server Farm

TO: (Revised)

**Table 3.3-4: Modernization Initiative Implementation Timeline**

Site Profile	Timeframe					
	CoSC	BY	OY1	OY2	OY3	OY4
Modernization Tier 1						
Norfolk	TE (QoS)	TRANSITION	TE (MPLS)	IPV	DVI, SFC, & SAR	
Jacksonville	TE (QoS)		TE (MPLS)	IPV	DVI & SAR	
Bremerton	TE (QoS)		TE (MPLS)	DVI, SFC, SAR, & IPV6	SFC & SAR	
San Diego	TE (QoS)		TE (MPLS) & DVI	SFC, SAR & IPV6	SFC	
Hawaii	TE (QoS)		TE (MPLS)	SFC, SAR & IPV6		
Modernization Tier 2						
Norfolk Region	TE (QoS)	TRANSITION	TE (MPLS & QoS)		DVI, SFC & SAR	
Jacksonville Region	TE (QoS)		TE (MPLS & QoS) & SFC		DVI & SAR	
Bremerton Region	TE (QoS)		TE (MPLS & QoS)	DVI, SFC & SAR		
San Diego Region	TE (QoS)		TE (MPLS & QoS)	DVI, SFC & SAR	SFC	
Hawaii Region	TE (QoS)		TE (MPLS & QoS)	DVI & SAR		
Modernization Tier 3						
Norfolk Region	TE (QoS)	TRANSITION		TE (MPLS & QoS)		
Jacksonville Region	TE (QoS)			TE (MPLS & QoS)		
Bremerton Region	TE (QoS)			TE (MPLS & QoS)		
San Diego Region	TE (QoS)			TE (MPLS & QoS)		
Hawaii Region	TE (QoS)			TE (MPLS & QoS)		
Modernization Tier 4						
Norfolk Region	TE (QoS)	TRANSITION			TE (MPLS & QoS)	
Jacksonville Region	TE (QoS)				TE (MPLS & QoS)	
Bremerton Region	TE (QoS)				TE (MPLS & QoS)	
San Diego Region	TE (QoS)				TE (MPLS & QoS)	
Hawaii Region	TE (QoS)				TE (MPLS & QoS)	
Max DV Seats Per Year						
		TRANSITION	11700	3510	35100	35100
Key						
TE	Traffic Engineering					
QoS	Quality of Service					
MPLS	Multi-Protocol Label Switching					
DVI	Desktop Virtualization Infrastructure					
SAR	Storage Architecture Redesign					
SFC	Server Farm Consolidation					
IPV6	Internet Protocol Version 6					
Modernization Tier 1	Sites with B1					
Modernization Tier 2	Sites with Server Farms and no B1s					
Modernization Tier 3	Site with Micro Server Farms and other prioritized sites					
Modernization Tier 3	Remaining Sites with UTBs					
Modernization Tier 5	Not Listed - VSSD sites					

**NOTES**

- 1) Offerors must schedule modernization Initiatives to be completed by the end of the end of the option year
- 2) Tech Refresh and modernization implementation cannot occur until after AFOR
- 3) Planning, design, T&E and C&A activities must be completed in the year prior to implementation
- 4) The Government will conduct SETR activities & events for the first instance of each modernization initiative in the year prior to deployment
- 5) For sites being consolidated or added under SFC, implement modernization initiatives according to the Modernization Tier after SFC (e.g. OCEN moves to Tier 3)
- 6) FSP 4 Other sites are those sites with more than 25 seats and no server farm
- 7) DVI implementation is optional
- 8) Facilities will be provided by the Government for the PNSC Micro Server Farm

Revise 'Table 3.3-5: Server Farm Consolidation Sites' to reflect changes (yellow highlight) to the execution year of a couple of the sites.

**FROM: (Original)**

**3.3-5: Server Farm Consolidation Sites**

			CURRENT			FUTURE		
Site	PSI	Execution Year	Server Farms		Micro Server Farms	Server Farms		Micro Server Farms
			UNCLASS	CLASS	UNCLASS	UNCLASS	CLASS	UNCLASS
NAS Pensacola	PNSC	OY2	(b)(7)(e), (7)(f)					
NAS North Island	SDNI	OY2						
NS San Diego (32 <sup>nd</sup> St)	SDNS	OY2						
NAS Lemoore	LEMR	OY2						
NBVC Port Hueneme	PRTH	OY2						
NBVC Point Mugu	MUGU	OY2						
NS Bremerton	BREM	OY2						
NAS Fallon	FALN	OY2						
NS Norfolk	NRFK	OY3						
NMB Little Creek	LTLC	OY3						
NAS Oceana	OCEN	OY3						
NSA Mechanicsburg	MECH	OY3						
NAS Philadelphia	PHIL	OY3						

(b)(7)(e), (7)(f)

TO: (Revised)

**Table 3.3-5: Server Farm Consolidation Sites**

			CURRENT			FUTURE		
Site	PSI	Execution Year	Server Farms		Micro Server Farms	Server Farms		Micro Server Farms
			UNCLASS	CLASS	UNCLASS	UNCLASS	CLASS	UNCLASS
NAS Pensacola	PNSC	OY3	(b)(7)(e), (7)(f)					
NAS North Island	SDNI	OY2						
NS San Diego (32 <sup>nd</sup> St)	SDNS	OY3						
NAS Lemoore	LEMR	OY2						
NBVC Port Hueneme	PRTH	OY2						
NBVC Point Mugu	MUGU	OY2						
NS Bremerton	BREM	OY2						
NAS Fallon	FALN	OY2						
NS Norfolk	NRFK	OY3						
NMB Little Creek	LTLC	OY3						
NAS Oceana	OCEN	OY3						
NSA Mechanicsburg	MECH	OY3						
NAS Philadelphia	PHIL	OY3						

(b)(7)(e), (7)(f)

All other terms and conditions of contract N00039-13-D-0013 remain unchanged and in full force and effect.

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

J

PAGE OF PAGES

1 OF 4

2. AMENDMENT/MODIFICATION NO.  
P001023. EFFECTIVE DATE  
SEE BLOCK 16C.

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

N00039

7. ADMINISTERED BY (If other than Item 6)

CODE

SPACE AND NAVAL WARFARE SYSTEMS COMMAND  
CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5  
1325 10<sup>th</sup> Street SE, BLDG 196, Suite 301  
Washington Navy Yard  
Washington, DC 20374  
PHONE: 202-433-7199  
kim.reavis@navy.mil

Modifying CLINS x032BF, x032BG, x032UB  
in Section C for all Option Years. Establish  
x032UM \$0 CLIN, in Section B and C.

8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)

HP Enterprise Services, LLC  
13600 EDS DRIVE  
HERNDON, VA 20171

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
N00039-13-D-001310B. DATED (SEE ITEM 11)  
27 June 2013

CODE

FACILITY CODE IU305

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on Each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided Each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.

IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

Glen Shuart, Legal/Contracts

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Kimberly L. Reavis, Contracting Officer,

15B. CONTRACTOR/OFFEROR

(b)(6)

15C. DATE SIGNED

7/27/2016

16B. UNITED STATES OF AMERICA

(b)(6)

16C. DATE SIGNED

BY

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV. 10-83)  
FAR (48 CFR) 53.243

The purpose of this modification is to Modify and add CLIN 32's, in Sections B and C, for years FY16, FY17, FY18.

Revise the CLIN descriptions in Section C for 0032BF, 0032BG, and 0032UB

Add CLIN x032UM to Sections B and C

1.Delete the following from Section C for Option Years 2, 3,and 4

ES/TXS Section C - Option Year Two, Three, and Four			
CLIN	ES/TXS	Supplies/ Services	Description
0032BF		One-Time COI ACL Update	The Contractor shall provide support for BCR changes to existing COI ACL solutions. The Contractor shall document and schedule update, create configuration bundles, and apply the update. OPTIONAL for CLIN x032BA and CLIN x032BD.
0032BG		One-Time COI Firewall Update	The Contractor shall provide support for BCR changes to existing COI Firewall solutions. The Contractor shall document and schedule update, create configuration bundles, and apply the update. OPTIONAL for CLIN x032BC and x032BE.
0032UB		Optional BCR Complexity (Incr. of 5 port & protocols) Uplift - Implementation	The Contractor shall provide configuration of an additional 5 Ports and Protocols (detailed in the BCR) for a COI Installation beyond the initial 5 Ports and Protocols and the standard Ports and Protocols (25 – SMTP, 53 – DNS, 80 – HTTP, 443 – HTTPS) delivered with the base COI installation CLIN. Ports and Protocols counts are independent of the number of IP source and destinations. OPTIONAL for CLIN x032BA, CLIN x032BB, CLIN x032BD, and CLIN x032BE.

2. Add the following to Section C, for Option Year 2, 3,and 4

ES/TXS Section C - Option Year Two, Three, and Four			
CLIN	ES/TXS	Supplies/ Services	Description
0032BF		One-Time COI ACL Update	The Contractor shall provide support for BCR changes to existing COI ACL solutions. The Contractor shall document and schedule update, create configuration bundles, and apply the update. Port ranges will be considered as a single port instead of the sum of the range (Example: range 100 – 500 would be 1 port instead of 400) as long as the port range is contiguous. If the range requires separation into smaller ranges due to code, router or other network limitations, each subsequent range will be treated as a single port. (Example: if for some reason the range 100-10000 was not accepted by the router and needed to be broken down into 2 or more ranges such as 100-5000, 5001 – 10000 each range would be treated as separate ports in this example it would be (2) ports) OPTIONAL for CLIN x032BA and CLIN x032BD.

0032BG		One-Time COI Firewall Update	<p>The Contractor shall provide support for BCR changes to existing COI Firewall solutions. The Contractor shall document and schedule update, create configuration bundles, and apply the update.</p> <p>Port ranges will be considered as a single port instead of the sum of the range (Example: range 100 – 500 would be 1 port instead of 400) as long as the port range is contiguous. If the range requires separation into smaller ranges due to code, router or other network limitations, each subsequent range will be treated as a single port. (Example: if for some reason the range 100-10000 was not accepted by the router and needed to be broken down into 2 or more ranges such as 100-5000, 5001 – 10000 each range would be treated as separate ports in this example it would be (2) ports) OPTIONAL for CLIN x032BC and x032BE.</p>
0032UB		Optional BCR Complexity (Incr. of 5 port & protocols) Uplift - Implementation	<p>The Contractor shall provide configuration of an additional 5 Ports and Protocols (detailed in the BCR) for a COI Installation beyond the initial 5 Ports and Protocols and the standard Ports and Protocols (25 – SMTP, 53 – DNS, 80 – HTTP, 443 – HTTPS) delivered with the base COI installation CLIN. Ports and Protocols counts are independent of the number of IP source and destinations. Port ranges will be considered as a single port instead of the sum of the range (Example: Range 100 – 500 would be 1 Port instead of 400) as long as the port range is contiguous. If port ranges require separation into smaller ranges due to code, router or other network limitations, each subsequent range will be treated as a single port. (Example: if for some reason the range 100-10000 was not accepted by the router and needed to be broken down into 2 or more separate ranges such as 100-5000, 5001 – 10000 each range would be treated as a separate Port in this example it would be (2) ports) OPTIONAL for CLIN x032BA, CLIN x032BB, CLIN x032BD, and CLIN x032BE.</p>

3. Add the following to Section B for Option Years 2, 3, and 4

ES/TXS Section B - Option Years Two, Three and Four					
CLIN	Supplies/ Services	Qty	Unit	Unit Price	Amount
x032UM	COI Maint/STIG Compliance Support (NMCI/COSC only)	As Ordered	Each	\$0.00	\$0.00

4. Add the following to section C for option years 2, 3, and 4

ES/TXS Section C - Option Year Two, Three, and Four			
CLIN	ES/TXS	Supplies/ Services	Description
0032UM		COI Maint/STIG Compliance Support (NMCI/COSC only)	The intent of this CLIN is to cover Maintenance and upkeep on COI's that were implemented prior to the NGEN contract. This CLIN is not intended for adding new services or changing the original intent of the COI, if new services are required then the correct updates and or Uplifts will need to be ordered for the correct option year or a RAPT request for the correct solution will need to be submitted. All updates and uplifts to CLIN 32 that were ordered and delivered as part of the NGEN contract require the submission of the appropriate update or uplift CLIN on the CLIN 32's Section B for Option Years 2, 3 and 4.

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE <b>J</b>	PAGE OF PAGES <b>1 OF 4</b>
2. AMENDMENT/MODIFICATION NO. <b>P00103</b>		3. EFFECTIVE DATE <b>SEE BLOCK 16C.</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY <b>SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10<sup>th</sup> Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil</b>		CODE <b>N00039</b>	7. ADMINISTERED BY (If other than Item 6) CODE	
			<b>Revise CDRL A006, PWS 3.2.h, PWS 3.4.1.6.b, and PWS 3.3.1.5.c</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)  <b>HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171</b>			(X)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>N00039-13-D-0013</b>
				10B. DATED (SEE ITEM 11) <b>27 June 2013</b>
CODE		FACILITY CODE <b>IU305</b>		

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

**NOT APPLICABLE**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. <b>FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)</b>
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) <b>Mutual agreement of both parties</b>
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return (See Note below) copies to the issuing office.	

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

**-SEE HEREIN-**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <b>Jonathan Dantzler, Contracts Manager</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>CDR Gregory R. Lask, SC, USN, Contracting Officer</b>	
15B. CONTRACTOR/OFFEROR <b>(b)(6)</b>	15C. DATE SIGNED <b>7-29-16</b>	16B. UNITED STATES OF AMERICA <b>(b)(6)</b>	16C. DATE SIGNED
(Signature of person authorized to sign)		BY: (Signature of Contracting Officer)	

The purpose of this modification is to revise CDRL A006 and the corresponding Performance Work Statement (PWS) sections. Accordingly, the contract is modified as follows:

1. In PWS 3.2.h, corresponding to CDRL A006, Block 5:
  - a. REPLACE:

*"Submit an Integrated Master Schedule (IMS) that is vertically traceable to the CWBS, and the requirements of this PWS. All schedules required throughout the contract must be contained in the IMS. (CDRL A006 – Integrated Master Schedule)"*

- b. WITH:

*"Submit an Integrated Master Schedule (IMS) that includes the major milestones, progress, and status of PMW 205 Program Manager-identified priority projects. The IMS shall depict the development timeline, targeted sites' installations and dates, along with estimated IOC and FOC dates. Additionally, the IMS shall show the various project interdependencies, project critical path, and include ties to strategic initiatives provided by the PM PMW 205. (CDRL A006 – Integrated Master Schedule)."*

2. In PWS 3.4.1.6.b, corresponding to CDRL A006, Block 5:
  - a. REPLACE:

*"Provide and update the NGEN Enterprise Release Schedule inputs: (CDRL A006 – Integrated Master Schedule)*  
*i. Planned Technology Refresh and Modernization activities.*  
*ii. Quarterly Core Build SW releases.*  
*iii. New installations and service upgrades including MACs.*  
*iv. HW and SW release packages based on GDA, IAVM, and NGEN incidents."*

- b. WITH:

*"Provide and update the NGEN Enterprise Release Schedule inputs: (CDRL A006 – Integrated Master Schedule)*  
*i. Planned Technology Refresh and Modernization activities.*  
*ii. Core Build SW releases.*  
*iii. HW and SW release packages based on GDA, IAVM, and NGEN incidents that are not covered by existing reporting systems or incident management."*

3. In PWS 3.3.1.5.c, corresponding to CDRL A006, Block 5:
  - a. REPLACE:

*"Publish a consolidated technology refresh and deployment schedule, with input and agreement from the TXS Contractor, within 14 calendar days of receiving Government approved RFCs. (CDRL A006 – Integrated Master Schedule)"*

- b. WITH:

*"Upon receipt of Government-approved RFCs, publish a consolidated technology refresh and deployment schedule within Government and TXS Contractor mutually agreed to timeframes (CDRL A006 – Integrated Master Schedule)"*

4. In CDRL A006, Block 4 AUTHORITY (Data Acquisition Document No.)  
REMOVE:

"DI-MGMT-81650"

5. In CDRL A006, Block 8  
a. REPLACE:

*"The Government shall have 15 days to review and comment on the IMS submitted by the Contractor(s) 60 DAC. The Government shall have five days to review and comment on the IMS submitted by the Contractor(s) monthly. Submissions for the Navy and the Marine Corps are separate."*

- b. WITH:

*"The Government shall have 15 days to review and comment on the IMS submitted by the Contractor(s) 60 DAC. The Government shall have five business days to review and comment on the monthly IMS submitted by the contractor. If the government requests an immediate change, the contractor shall have five business days to respond and resubmit the IMS to the government for approval. If the government does not approve the resubmission within 5 business days, the request for change is brought forth to the next monthly submission. Submissions for the Navy and the Marine Corps are separate."*

6. In CDRL A006, Block 10  
a. REPLACE:

*"Submit the IMS monthly. Submissions for the Navy and the Marine Corps are separate."*

- b. WITH:

*"Submit the IMS monthly, nominally at the Program Management Review (PMR) (PWS section 3.2.5.1 and as defined in CDRL A002-5). Submissions for the Navy and the Marine Corps are separate."*

7. In CDRL A006, Block 14  
a. REPLACE:

*"Electronically delivered-reproducible Microsoft Office format (unless otherwise approved by the Government) to the PMW Information Management Manager and the Program Manager, Marine Corps Network and Infrastructure Services (PM MCNIS)."*

- b. WITH:

*"Electronically delivered as Microsoft PowerPoint slides extracted from the PMR slide deck (CDRL A002-5), including backup details, and an analysis (unless otherwise approved by the Government) to the PMW 205 Information Management Manager."*

8. In CDRL A006, Block 16

ADD

*"Definitions.*

*For each approved project, Initial Operational Capability (IOC) will be defined and agreed to in the project scope statement."*

9. Except as provided herein, all other terms and conditions of contract N00039-13-D-0013 remain unchanged and in full force and effect.

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 OF 7

2. AMENDMENT/MODIFICATION NO. P00104	3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE N00039 SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 <sup>th</sup> Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil	7. ADMINISTERED BY (If other than Item 6) CODE Modify Award 103: Security Configuration and Management Performance Language in Attachment 13, NGEN Service Level Requirements (SLR) Metrics of the Existing NGEN Contract		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171		(X)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013
			10B. DATED (SEE ITEM 11) 27 June 2013
CODE		FACILITY CODE IU305	

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.212-4(c) - CHANGES (MAY 2015)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Jonathan Dantzler, Contracts Manager	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kimberly Reavis, Contracting Officer
15B. CONTRACTOR/ISSUING OFFICE (b)(6)	15C. DATE SIGNED 8-16-16
16B. UNITED STATES OF AMERICA (b)(6)	16C. DATE SIGNED
BY (Signature of person authorized to sign)	BY (Signature of Contracting Officer)

NSN 7540-01-152-9070  
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)  
FAR (48 CFR) 53.243

The purpose of this modification is to modify the following verbiage in Attachment 13: Next Generation Enterprise Network (NGEN) Service Level Requirement (SLR) in the existing NGEN Contract N00039-13-D-0013:

1. Modify the SLR language in 'Award 103' with the title, '**Security configuration and management performance: (for ES Contractor for all ES components, for TXS contractor for TXS components)**' in Attachment 13 – NGEN SLR Metrics, the '**Criteria**' section on page 1. The '**Criteria**' language should be changed as described below:

FROM: (Original)

**Criteria:** Measure and report monthly. Sample Size:

- a) 100% of all workstations tested in a given month.
- b) 100% of networks tested per service per calendar year. The Government will provide the Contractor the list of sites scheduled for testing no less than 45 days in advance.

Sample Unit: Hardware Components and critical designated components, to include boundary components, servers and workstations. Designated components as described in the NGEN Contract and C&A Documentation.

TO: (Revised)

**Criteria:** Measure and report monthly.

- a) 100% of Enterprise Services infrastructure (e.g. workstations, servers) tested in a given month.
- b) 100% of Network Services infrastructure (e.g. appliances, switches/routers) tested in a given month.

Sample Unit: Hardware Components and critical designated components, to include boundary components, servers and workstations. Designated components as described in the NGEN Contract and C&A Documentation.

2. Modify the SLR language in 'Award 103' with the title, '**Security configuration and management performance: (for ES Contractor for all ES components, for TXS contractor for TXS components)**' in Attachment 13 – NGEN SLR Metrics, the '**How Measured**' section on page 1. The '**How Measured**' language should be changed as described below:

FROM: (Original)

**How Measured:**

- a) Government Green Team will perform a 1st Pass automated scan of the specified IA components.
- b) Contractor must meet the 1st Pass values specified in Tables 103-1 and 103-2 below.
- c) The Contractor, upon Government notification, will generate an End-User Problem Resolution trouble ticket and correct the configurations for the components that failed the scans within the Correction Times specified.
- d) Government will then rescan the failed components identified during the 1st Pass to determine if they are in compliance. The overall score per category must meet the second pass requirement.
- e) The tracking and oversight of the components still not repaired after the second pass will shift to the problem resolution Service Level Requirement.
- f) A hardware component (includes the overall software stack installed on the machines including, but not limited to, operating systems, middleware or application software, versions and patch levels, IA/CND/Security applications, and schema information for all relevant IA components) with one or more security misconfiguration represents a failed component.

Service Level Attained = Number of properly configured Contractor managed NGEN components / Total number of Contractor managed components tested.

TO: (Revised)

**How Measured:**

- a) The Contractor will scan the entire environment twice a month per PWS requirements for vulnerabilities using the Authorized Government vulnerability scanning tool.
- b) Following each Pass the Contractor will:
  1. Deliver to the Government raw data in machine readable format including a report of vulnerabilities by category and a POAM to resolve identified vulnerabilities per PWS (CDRL 32)
  2. Calculate Vulnerabilities per Machine (VPM) using the formula specified in the "Service Level Attained" formula below.
- c) If 1st Pass Scan VPM is greater than the 1st Pass Threshold then the Contractor will perform a 2nd Pass Scan of non-Compliant Machines identified in the 1st Pass Scan, at the Threshold and Objective Correction Time Periods after the 1st Pass Scan.
- d) The tracking and oversight of the components still not repaired after the second pass will shift to the problem resolution Service Level Requirement.
- e) A hardware component (includes the overall software stack installed on the machines including, but not limited to, operating systems, middleware or application software, versions and patch levels, IA/CND/Security applications, and schema information for all relevant IA components) with one or more security misconfiguration represents a vulnerable component.

### **Service Level Attained**

The following steps are used to compute a vulnerability scan technology area average using 10/4/1 weighting.

1. Finding counts and number of hosts scanned are collected via the vulnerability scanning tool.
2. The average findings per host is then calculated for each severity category.
3. The averages for each severity are combined using a weighted average formula, giving greater emphasis to higher severity findings, resulting in the weighted finding per host average.

Weighted Average =  $( f_1w_1 + f_2w_2 + f_3w_3 ) / ( w_1 + w_2 + w_3 )$

$f_n$  = finding / host

$w_n$  = weight (10/4/1).

\*Calculation for VPM will be updated as a result of changes made by DISA in support of CCRI inspections.

3. Modify the SLR language in 'Award 103' with the title, '**Security configuration and management performance: (for ES Contractor for all ES components, for TXS contractor for TXS components)**' in Attachment 13 – NGEN SLR Metrics, the first two paragraphs describing then category level requirement on page 2. The category level requirement language should be changed as described below:

FROM: (Original)

This Service Level shall be considered failed if the first pass percentage is not met on the first pass scan. To meet the category level requirement, the overall score per category must meet or exceed the second pass requirement. All three categories levels have to be met to meet compliance with the service level. Categories are defined as follows:

Category 1: Unauthorized Access. In this category an individual gains logical or physical access without permission to a federal agency network, system, application, data, or other resource.

Category 2: Denial of Service (DoS) An attack that successfully prevents or impairs the normal authorized functionality of networks, systems or applications by exhausting resources. This activity includes being the victim or participating in the DoS.

Category 3: Malicious Code Successful installation of malicious software (e.g., virus, worm, Trojan horse, or other code-based malicious entity) that infects an operating system or application. Agencies are NOT required to report malicious logic that has been successfully quarantined by antivirus (AV) software.

TO: (Revised)

This Service Level shall be considered failed if the first pass weighted value is exceeded on the first pass scan. To meet the category level requirement, the overall score per category must meet or exceed the second pass requirement. Both the First Pass and Second Pass levels have to be met to meet compliance with the service level. Categories are defined as follows:

Category 1 or Critical/High: Any vulnerability as identified by NAVNETWARCOM Cyber Security Division, the exploitation of which will, directly and immediately result in loss of Confidentiality, Availability, or Integrity.

Category 2 or Medium: Any vulnerability as identified by NAVNETWARCOM Cyber Security Division, the exploitation of which has a potential to result in loss of Confidentiality, Availability, or Integrity.

Category 3 or Low: Any vulnerability as identified by NAVNETWARCOM Cyber Security Division, the existence of which degrades measures to protect against loss of Confidentiality, Availability, or Integrity.

4. Modify the SLR language in 'Award 103' with the title, '**Security configuration and management performance: (for ES Contractor for all ES components, for TXS contractor for TXS components)**' in Attachment 13 – NGEN SLR Metrics, the '**Threshold**' section on page 2. The '**Threshold**' language should be changed as described below:

FROM: (Original)

**Threshold (based on classification and Category):**

Table 103-1: Security Configuration and Management Services Categories (Classified and Unclassified)

Category 1: first pass - 99%; correction -  $\leq 12$  hours; second pass - 100%

Category 2: first pass - 98%; correction -  $\leq 48$  hours; second pass - 100%

Category 3: first pass - 90%; correction -  $\leq 120$  hours; second pass - 100%

TO: (Revised)

**Threshold (based on Weighted Classification and Category):**

Table 103-1: Security Configuration and Management Services Categories (Classified and Unclassified)

First Pass: Weighted value of  $\leq 2.49$  vulnerabilities per machine

Second Pass: Correction  $\leq$  two (2) weeks; weighted value of  $\leq 1.49$  vulnerabilities per machine

Category 1: Weighted value of x10 per vulnerability type found

Category 2: Weighted value of x4 per vulnerability type found

Category 3: Weighted value of x1 per vulnerability type found

5. Modify the SLR language in 'Award 103' with the title, '**Security configuration and management performance: (for ES Contractor for all ES components, for TXS contractor for TXS components)**' in Attachment 13 – NGEN SLR Metrics, the '**Objective**' section on page 2. The '**Objective**' language should be changed as described below:

FROM: (Original)

**Objective:**

Table 103-2: Security Configuration and Management Services Categories (Classified and Unclassified)

Category 1: first pass -99%; correction -  $\leq 6$  hours; second pass - 100%

Category 2: first pass - 98%; correction -  $\leq 24$  hours; second pass - 100%

Category 3: Objective = Threshold

TO: (Revised)

**Objective (based on Weighted Classification and Category):**

Table 103-2: Security Configuration and Management Services Categories (Classified and Unclassified)

First Pass: Weighted value of  $\leq 1.49$  vulnerabilities per machine

Second Pass: Correction  $\leq 120$  hours; weighted value of  $\leq 0.99$  vulnerabilities per machine

Category 1: Weighted value of x10 per vulnerability type found

Category 2: Weighted value of x4 per vulnerability type found

Category 3: Weighted value of x1 per vulnerability type found

All other terms and conditions of contract N00039-13-D-0013 remain unchanged and in full force and effect.

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

J

PAGE OF PAGES

1 OF 2

2. AMENDMENT/MODIFICATION NO.  
P001053. EFFECTIVE DATE  
SEE BLOCK 16C.

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

N00039

7. ADMINISTERED BY (If other than Item 6)

CODE

SPACE AND NAVAL WARFARE SYSTEMS COMMAND  
CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5  
1325 10<sup>th</sup> Street SE, BLDG 196, Suite 301  
Washington Navy Yard  
Washington, DC 20374  
PHONE: 202-433-7199  
kim.reavis@navy.mil

Incorporate Changes to USMC SLINs 0003AE, 0003AK,  
0004AE, and 0004AK (Option Year 2 only), Attachments  
J-19C and J-20C, and Update Attachment J-31 (QASP  
USMC Mgt Domain)

8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)

HP Enterprise Services, LLC  
13600 EDS DRIVE  
HERNDON, VA 20171

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
N00039-13-D-001310B. DATED (SEE ITEM 11)  
27 June 2013

CODE

FACILITY CODE IU305

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

Jonathan Dantzer, NGEN Contracts Manager

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Jose Cervantes, Contracting Officer

15B. CONTRACTOR/OFFEROR

(b)(6)

15C. DATE SIGNED

8-4-16

16B. UNITED STATES OF AMERICA

(b)(6)

16C. DATE SIGNED

BY

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV. 10-83)  
FAR (48 CFR) 53.243

The purpose of this modification is to revise Attachment 31, Quality Assurance Surveillance Plan (QASP) for USMC Management Domain, modify Sub-Contract Line Numbers (SLINs) 2003AE, 2003AK, 2004AE, and 2004AK (Option Year 2 Only) within Section B, and to update contract Attachments J-19C and J-20C, which were introduced through contract modification P00084 and updated through P00098. See paragraphs below for specific changes:

1. Under Contract section B (Supplies or Services and Prices/Costs) the following CLINs are revised:
  - a. SLIN 2003AE unit price is hereby decreased from (b)(4)
  - b. SLIN 2003AK unit price is hereby decreased from (b)(4)
  - c. SLIN 2004AE unit price is hereby increased from (b)(4)
  - d. SLIN 2004AK unit price is hereby increased from (b)(4)
2. Under Contract Section J: List of Attachments, the following changes are made:
  - a. Attachment 19C – USMC TXS CLIN Definitions:
    - i. Title Page Tab, date is updated from 25 May 2016 to 24 June 2016
    - ii. Instructions Tab, Option Year 2 SLIN 0003AE price has been updated from (b)(4) and SLIN 0003AK price has been updated from (b)(4)
    - iii. TXS Services Tab, incorporate various labor hour/rate changes within the CLIN 0003AE and 0003AK.
  - b. Attachment 20C – USMC ES CLIN Definitions:
    - i. Title Page Tab, date is updated from 25 May 2016 to 24 June 2016
    - ii. Instructions Tab, Option Year 2 SLIN 0004AE has been updated from (b)(4) and SLIN 0004AK has been updated from \$101,237.36 to \$102,934.59.
    - iii. ES Services Tab, incorporate various labor hour/rate changes within the CLIN 0004AE and 0004AK.
3. Replace Section J Attachment J-31, filename <Attch 31 QASP for USMC Management Domain N00039-13-D-0013 Final 27 June 2013>, in its entirety, with filename <Attch 31 QASP for USMC Management Domain N00039-13-D-0013 Rev1 P00105>”

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE <b>J</b>	PAGE OF PAGES <b>1 OF 7</b>
2. AMENDMENT/MODIFICATION NO. <b>P00106</b>		3. EFFECTIVE DATE <b>SEE BLOCK 14/16C</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE		<b>N00039</b>	7. ADMINISTERED BY (If other than Item 6) CODE	
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 <sup>th</sup> Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil			<b>Add New Locations to Section H-8 and Update Attachment J-5 (Wage Determination)</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)			(X)	9A. AMENDMENT OF SOLICITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>N00039-13-D-0013</b>
				10B. DATED (SEE ITEM 11)
CODE		FACILITY CODE <b>IU305</b>		

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <b>Walt Leavy, Legal/Contracts</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Jose Cervantes, Contracting Officer</b>	
15 (b)(6) BY _____ (Signature of person authorized to sign)	15C. DATE SIGNED <b>8/9/16</b>	16B. UNITED STATES OF AMERICA (b)(6) BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

The purpose of this modification is to update section H-8 and to add Wage Determination information for the county of "New London Connecticut" within Attachment J-5 (Wage Determination), which was previously modified under contract modification P00061 and updated under P00099. The additional information is contained within the Attachment J-5 revision (filename: *Attch 05 Wage Determinations N00039-13-D-0013 8 August 2016*), pages 881-938, and applies to Option Year 2 (1 October 2015 to 30 September 2016).

1. Under Section H (Special Contract Clauses), update section **H-8 (5252.222-9600 WAGE DETERMINATION APPLICABLE, SERVICE CONTRACT ACT (JUL 1989))** to include the following additional locations:

<b>County</b>	<b>State</b>
New Haven	CT
Santa Clara	CA
Palm Beach	FL
Lauderdale	MS
New Castle	DE

From:

**H-8 (5252.222-9600 WAGE DETERMINATION APPLICABLE, SERVICE CONTRACT ACT (JUL 1989))**

Attachment J-5 (Wage Determination) incorporated herein sets forth the applicable Service Contract Act Wage Determination by the Secretary of Labor for Occupation Codes 01000 Administrative Support and Clerical Occupations, 14000 Information Technology Occupations, 15000 Instructional Occupations, 21000 Materials Handling and Packing Occupations, 23000 Mechanics and Maintenance and Repair Occupations, and 30000 Technical Occupations in the following locations:

<b>County</b>	<b>State</b>
Jefferson	AL
Maricopa	AZ
Yuma	AZ
Los Angeles	CA
Kern	CA
Kings County	CA
Ventura	CA
Mono	CA
Monterey	CA
Orange	CA
San Bernardino	CA
San Diego	CA
San Mateo	CA
Arapahoe	CO
Denver	CO
Larimer	CO
Hartford	CT
New London	CT
Dade	FL
Hillsborough	FL

Bay	FL
Escambia	FL
Duval	FL
Monroe	FL
Orange	FL
Pasco	FL
Pinellas	FL
Cobb	GA
Dougherty	GA
Fulton	GA
Houston	GA
Peach	GA
Guam (Statewide)	GU
Hawaii (Statewide)	HI
Polk	IA
Warren	IA
Ada	ID
Cook	IL
Lake	IL
Martin	IN
Sedgwick	KS
Orleans	LA
Hampden	MA
Suffolk	MA
Worcester	MA
Baltimore	MD
Baltimore City	MD
Charles	MD
York	ME
Macomb	MI
Calhoun	MI
Hennepin	MN
St. Louis	MO
Christian	MO
Greene	MO
Jackson	MO
Clay	MO
Platte	MO
Harrison	MS
Mecklenburg	NC
Craven	NC
Onslow	NC
Wake	NC
LaMoure	ND
Douglas	NE
Rockingham	NH
Monmouth	NJ
Morris	NJ
Ocean	NJ
Burlington	NJ
Gloucester	NJ

Sandoval	NM
Bronx	NY
Kings County	NY
Nassau	NY
New York	NY
Monroe	NY
Onondaga	NY
Orange	NY
Queens	NY
Richmond	NY
Cuyahoga	OH
Delaware	OH
Fairfield	OH
Franklin	OH
Oklahoma	OK
Multnomah	OR
Bucks	PA
Allegheny	PA
Cambria	PA
Cumberland	PA
Newport	RI
Beaufort	SC
Richland	SC
Hamilton	TN
Shelby County	TN
Knox	TN
Bexar	TX
Montgomery	TX
Fort Bend	TX
Harris	TX
Nueces	TX
Collin	TX
Denton	TX
Lubbock	TX
Tarrant	TX
Salt Lake	UT
Arlington	VA
City of Norfolk	VA
City of Virginia Beach	VA
Fairfax	VA
Fauquier	VA
Hanover	VA
Prince William	VA
Shenandoah	VA
Island	WA
Pierce County	WA
Kitsap	WA
Snohomish	WA

To:

Attachment J-5 (Wage Determination) incorporated herein sets forth the applicable Service Contract Act Wage Determination by the Secretary of Labor for Occupation Codes 01000 Administrative Support and Clerical Occupations, 14000 Information Technology Occupations, 15000 Instructional Occupations, 21000 Materials Handling and Packing Occupations, 23000 Mechanics and Maintenance and Repair Occupations, and 30000 Technical Occupations in the following locations:

<b>County</b>	<b>State</b>
Jefferson	AL
Maricopa	AZ
Yuma	AZ
Los Angeles	CA
Kern	CA
Kings County	CA
Ventura	CA
Mono	CA
Monterey	CA
Orange	CA
San Bernardino	CA
San Diego	CA
San Mateo	CA
<b>Santa Clara</b>	<b>CA</b>
Arapahoe	CO
Denver	CO
Larimer	CO
Hartford	CT
<b>New Haven</b>	<b>CT</b>
New London	CT
<b>New Castle</b>	<b>DE</b>
Dade	FL
Hillsborough	FL
Bay	FL
Escambia	FL
Duval	FL
Monroe	FL
Orange	FL
<b>Palm Beach</b>	<b>FL</b>
Pasco	FL
Pinellas	FL
Cobb	GA
Dougherty	GA
Fulton	GA
Houston	GA
Peach	GA
Guam (Statewide)	GU
Hawaii (Statewide)	HI
Polk	IA
Warren	IA
Ada	ID

Cook	IL
Lake	IL
Martin	IN
Sedgwick	KS
Orleans	LA
Hampden	MA
Suffolk	MA
Worcester	MA
Baltimore	MD
Baltimore City	MD
Charles	MD
York	ME
Lauderdale	MS
Macomb	MI
Calhoun	MI
Hennepin	MN
St. Louis	MO
Christian	MO
Greene	MO
Jackson	MO
Clay	MO
Platte	MO
Harrison	MS
Mecklenburg	NC
Craven	NC
Onslow	NC
Wake	NC
LaMoure	ND
Douglas	NE
Rockingham	NH
Monmouth	NJ
Morris	NJ
Ocean	NJ
Burlington	NJ
Gloucester	NJ
Sandoval	NM
Bronx	NY
Kings County	NY
Nassau	NY
New York	NY
Monroe	NY
Onondaga	NY
Orange	NY
Queens	NY
Richmond	NY
Cuyahoga	OH
Delaware	OH
Fairfield	OH
Franklin	OH
Oklahoma	OK
Multnomah	OR

Bucks	PA
Allegheny	PA
Cambria	PA
Cumberland	PA
Newport	RI
Beaufort	SC
Richland	SC
Hamilton	TN
Shelby County	TN
Knox	TN
Bexar	TX
Montgomery	TX
Fort Bend	TX
Harris	TX
Nueces	TX
Collin	TX
Denton	TX
Lubbock	TX
Tarrant	TX
Salt Lake	UT
Arlington	VA
City of Norfolk	VA
City of Virginia Beach	VA
Fairfax	VA
Fauquier	VA
Hanover	VA
Prince William	VA
Shenandoah	VA
Island	WA
Pierce County	WA
Kitsap	WA
Snohomish	WA

2. Under Section J (List of Attachments), incorporate the Attachment J-5 (Wage Determination) revision (filename: *Attch 05 Wage Determinations N00039-13-D-0013 8 August 2016*), which includes the additional locations stated above.

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1 OF 3</b>		
2. AMENDMENT/MODIFICATION NO. <b>P00107</b>		3. EFFECTIVE DATE <b>SEE BLOCK 16C.</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		N00039		7. ADMINISTERED BY (If other than Item 6)		CODE	
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 <sup>th</sup> Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil				<b>Definitize a Portion of the CLIN 0090 (Tech Refresh Material Pricing (Option Year2)): TRP4_0104 and TRP4_0113</b>			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)							(X)
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171					9A. AMENDMENT OF SOLICITATION NO.		
					9B. DATED (SEE ITEM 11)		
				X	10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013		
					10B. DATED (SEE ITEM 11) 27 June 2013		
CODE		FACILITY CODE IU305					

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. <b>FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)</b>
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <b>Walter R. Leavy, Legal/Contracts</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Jose Cervantes, Contracting Officer</b>	
15B. CONTRACTOR/OFFEROR <b>(b)(6)</b>	15C. DATE SIGNED <b>8/17/16</b>	16B. UNITED STATES OF AMERICA <b>(b)(6)</b>	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

The purpose of this modification is to 1) definitize a portion of the Option Year2 CLIN 2090 (Tech Refresh Material) pricing. Refer to P00012, P00025, P00030, P00038, P00046, P00048, P00053, P00055, P00062, P00065, P00067, P00069, P00079, P00081, P00083, P00086, P00088, P00091, P00092, P00096, and P00097 for previous CLIN x090 definitizations. **Refer to RAPT requests PMNMCI-9999-2016-NG2407 and NG2584 for all requirement documentation.** This modification also changes the CLIN names for CLINs 2090AZ and 2090BA established under P00097.

1. In sections B and C change the CLIN name in the “Supplies/Services” column) as follows:

From

CLIN	ES/TXS	Supplies/Services
2090AZ	ES	Tech Refresh Material (TXS) – (TRP4_0102)
2090BA	ES	Tech Refresh Material (TXS) – (TRP4_0072)

As established in P00097

To:

CLIN	ES/TXS	Supplies/Services
2090AZ	ES	Tech Refresh Material ( <b>ES</b> ) – (TRP4_0102)
2090BA	ES	Tech Refresh Material ( <b>ES</b> ) – (TRP4_0072)

2. In Section B, revise the following CLIN 0090 value as a result of definitizing a portion of the “Not-to-Exceed” pricing for 2090AA.

2090AA: (b)(4)

From:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

As established in P00096

To:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AB	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

3. In section B, establish the following CLINs that definitize a portion of the “Not-to-Exceed” pricing during Option Year2:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090BB	TXS	Tech Refresh Material (TXS) – (TRP4_0104)	-	EA	(b)(4)	-
2090BC	TXS	Tech Refresh Material (TXS) – (TRP4_0113)	-	EA	(b)(4)	-

4. In Section C, establish the following CLINs that definitize a portion of the “Not-to-Exceed” pricing:

CLIN	ES/TXS	Supplies/Services	Description
2090BB	TXS	Tech Refresh Material (TXS) – (TRP4_0104)	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16.  This CLIN covers the purchase of (TRP4_0104) equipment.
2090BC	TXS	Tech Refresh Material (TXS) – (TRP4_0113)	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16.  This CLIN covers the purchase of (TRP4_0113) equipment.

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE J	PAGE OF PAGES 1 OF 2
2. AMENDMENT/MODIFICATION NO. P00108	3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE	N00039	7. ADMINISTERED BY (If other than Item 6) CODE		
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 <sup>th</sup> Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil		Incorporate FAR Clause 52.232-40 - Providing Accelerated Payments to Small Business Subcontractors (DEC 2013) by Reference into Section I-1 (b) Clauses Incorporated by Reference in the NGEN Contract		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO.	
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171			9B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE IU305	10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013	
		X	10B. DATED (SEE ITEM 11)	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return (See Note below) copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purpose of this modification is to add clause 52.232-40 - Providing Accelerated Payments to Small Business Subcontractors (DEC 2013).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		CDR Gregory R. Lask, SC, USN, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B (b)(6)	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	24 Aug 2016

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION I – CONTRACT CLAUSES

The following clause is added by reference:

52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
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(End of Summary of Changes)

All other terms and conditions of contract N00039-13-D-0013 remain unchanged and in full force and effect.

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

J

PAGE OF PAGES

1 OF 8

2. AMENDMENT/MODIFICATION NO. P00109	3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	N00039	7. ADMINISTERED BY (If other than Item 6)	CODE
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 <sup>th</sup> Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil		<b>"Correct" Section B SLINs prices under CLINs x007, x008, x010, x011, x015 (Option Year 3 only) - Navy Working Capital Fund Fair-Share Amounts</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171			9B. DATED (SEE ITEM 11)
CODE		FACILITY CODE IU305	10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013
		X	10B. DATED (SEE ITEM 11) 27 June 2013

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.

IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Jonathan Dantzier, Contracts Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jose Cervantes, Contracting Officer		
15B. CONTRACTOR/OFFEROR (b)(6)	15C. DATE SIGNED 8-24-16	16B. UNITED STATES OF AMERICA (b)(6)	16C. DATE SIGNED
BY (Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV. 10-83)  
FAR (48 CFR) 53.243

The purpose of this modification is to modify/correct Sections B SLIN prices, under CLINs x007, x008, x010, x011, x015 (Option Year 3 only – subject to the Government exercising this option year), as established under P00100.

In Section B, revise the following SLIN unit prices as shown in the “To: UNIT PRICE (Corrected)” column:

CLIN	ES/TXS	Supplies/Services	From UNIT PRICE (P00100)	To: UNIT PRICE (Corrected)
3007AA	TXS	USN - Transport Operational and Sustainment Services – Unclassified (PMW205)	(b)(4)	
3007AC	TXS	USN - Transport Operational and Sustainment Services - Unclassified (NRL)		
3007AD	TXS	USN - Transport Operational and Sustainment Services - Unclassified (NAWC)		
3007AE	TXS	USN - Transport Operational and Sustainment Services - Unclassified (FRC)		
3007AF	TXS	USN - Transport Operational and Sustainment Services - Unclassified (NSWC)		
3007AG	TXS	USN - Transport Operational and Sustainment Services - Unclassified (NUWC)		
3007AH	TXS	USN - Transport Operational and Sustainment Services - Unclassified (EXWC)		
3007AJ	TXS	USN - Transport Operational and Sustainment Services - Unclassified (FAC)		
3007AK	TXS	USN - Transport Operational and Sustainment Services - Unclassified (SSC)		
3007AL	TXS	USN - Transport Operational and Sustainment Services - Unclassified (SUP)		
3007AM	TXS	USN - Transport Operational and Sustainment Services - Unclassified (MSC)		
3007AB	TXS	USN - Transport Operational and Sustainment Services – Classified (PMW205)		

3007AN	TXS	USN - Transport Operational and Sustainment Services - Classified (NRL)	(b)(4)
3007AP	TXS	USN - Transport Operational and Sustainment Services - Classified (NAWC)	
3007AQ	TXS	USN - Transport Operational and Sustainment Services - Classified (FRC)	
3007AR	TXS	USN - Transport Operational and Sustainment Services - Classified (NSWC)	
3007AS	TXS	USN - Transport Operational and Sustainment Services - Classified (NUWC)	
3007AT	TXS	USN - Transport Operational and Sustainment Services - Classified (EXWC)	
3007AU	TXS	USN - Transport Operational and Sustainment Services - Classified (FAC)	
3007AV	TXS	USN - Transport Operational and Sustainment Services - Classified (SSC)	
3007AW	TXS	USN - Transport Operational and Sustainment Services - Classified (SUP)	
3007AX	TXS	USN - Transport Operational and Sustainment Services - Classified (MSC)	

CLIN	ES/TXS	Supplies/Services	From UNIT PRICE (P00100)	To: UNIT PRICE (Corrected)
3008AA	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (PMW205)	(b)(4)	
3008AC	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (NRL)		
3008AD	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (NAWC)		
3008AE	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (FRC)		

3008AF	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (NSWC)	(b)(4)
3008AG	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (NUWC)	
3008AH	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (EXWC)	
3008AJ	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (FAC)	
3008AK	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (SSC)	
3008AL	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (SUP)	
3008AM	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (MSC)	
3008AB	ES	Enterprise Operational and Sustainment Services (ES) - Classified (PMW205)	
3008AN	ES	Enterprise Operational and Sustainment Services (ES) - Classified (NRL)	
3008AP	ES	Enterprise Operational and Sustainment Services (ES) - Classified (NAWC)	
3008AQ	ES	Enterprise Operational and Sustainment Services (ES) - Classified (FRC)	
3008AR	ES	Enterprise Operational and Sustainment Services (ES) - Classified (NSWC)	
3008AS	ES	Enterprise Operational and Sustainment Services (ES) - Classified (NUWC)	
3008AT	ES	Enterprise Operational and Sustainment Services (ES) - Classified (EXWC)	
3008AU	ES	Enterprise Operational and Sustainment Services (ES) - Classified (FAC)	
3008AV	ES	Enterprise Operational and Sustainment Services (ES) - Classified (SSC)	

3008AW	ES	Enterprise Operational and Sustainment Services (ES) - Classified (SUP)	(b)(4)
3008AX	ES	Enterprise Operational and Sustainment Services (ES) - Classified (MSC)	

CLIN	ES/TXS	Supplies/Services	From UNIT PRICE (P00100)	To: UNIT PRICE (Corrected)
3010AA	TXS	Security Management (TXS) - Unclassified (PMW205)	(b)(4)	
3010AC	TXS	Security Management (TXS) - Unclassified (NRL)		
3010AD	TXS	Security Management (TXS) - Unclassified (NAWC)		
3010AE	TXS	Security Management (TXS) - Unclassified (FRC)		
3010AF	TXS	Security Management (TXS) - Unclassified (NSWC)		
3010AG	TXS	Security Management (TXS) - Unclassified (NUWC)		
3010AH	TXS	Security Management (TXS) - Unclassified (EXWC)		
3010AJ	TXS	Security Management (TXS) - Unclassified (FAC)		
3010AK	TXS	Security Management (TXS) - Unclassified (SSC)		
3010AL	TXS	Security Management (TXS) - Unclassified (SUP)		
3010AM	TXS	Security Management (TXS) - Unclassified (MSC)		
3010AB	TXS	Security Management (TXS) - Classified (PMW205)		
3010AN	TXS	Security Management (TXS) - Classified (NRL)		
3010AP	TXS	Security Management (TXS) - Classified (NAWC)		
3010AQ	TXS	Security Management (TXS) - Classified (FRC)		
3010AR	TXS	Security Management (TXS) - Classified (NSWC)		
3010AS	TXS	Security Management (TXS) - Classified (NUWC)		

3010AT	TXS	Security Management (TXS) - Classified (EXWC)	(b)(4)
3010AU	TXS	Security Management (TXS) - Classified (FAC)	
3010AV	TXS	Security Management (TXS) - Classified (SSC)	
3010AW	TXS	Security Management (TXS) - Classified (SUP)	
3010AX	TXS	Security Management (TXS) - Classified (MSC)	

CLIN	ES/TXS	Supplies/Services	From UNIT PRICE (P00100)	To: UNIT PRICE (Corrected)
3011AA	ES	Security Management (ES) - Unclassified (PMW205)	(b)(4)	
3011AC	ES	Security Management (ES) - Unclassified (NRL)		
3011AD	ES	Security Management (ES) - Unclassified (NAWC)		
3011AE	ES	Security Management (ES) - Unclassified (FRC)		
3011AF	ES	Security Management (ES) - Unclassified (NSWC)		
3011AG	ES	Security Management (ES) - Unclassified (NUWC)		
3011AH	ES	Security Management (ES) - Unclassified (EXWC)		
3011AJ	ES	Security Management (ES) - Unclassified (FAC)		
3011AK	ES	Security Management (ES) - Unclassified (SSC)		
3011AL	ES	Security Management (ES) - Unclassified (SUP)		
3011AM	ES	Security Management (ES) - Unclassified (MSC)		
3011AB	ES	Security Management (ES) - Classified (PMW205)		
3011AN	ES	Security Management (ES) - Classified (NRL)		
3011AP	ES	Security Management (ES) - Classified (NAWC)		
3011AQ	ES	Security Management (ES) - Classified (FRC)		
3011AR	ES	Security Management (ES) - Classified (NSWC)		

3011AS	ES	Security Management (ES) - Classified (NUWC)	(b)(4)
3011AT	ES	Security Management (ES) - Classified (EXWC)	
3011AU	ES	Security Management (ES) - Classified (FAC)	
3011AV	ES	Security Management (ES) - Classified (SSC)	
3011AW	ES	Security Management (ES) - Classified (SUP)	
3011AX	ES	Security Management (ES) - Classified (MSC)	

CLIN	ES/TXS	Supplies/Services	From UNIT PRICE (P00100)	To: UNIT PRICE (Corrected)
3015AA	ES	Enterprise Messaging Services - Unclassified (PMW205)	(b)(4)	
3015AC	ES	Enterprise Messaging Services - Unclassified (NRL)		
3015AD	ES	Enterprise Messaging Services - Unclassified (NAWC)		
3015AE	ES	Enterprise Messaging Services - Unclassified (FRC)		
3015AF	ES	Enterprise Messaging Services - Unclassified (NSWC)		
3015AG	ES	Enterprise Messaging Services - Unclassified (NUWC)		
3015AH	ES	Enterprise Messaging Services - Unclassified (EXWC)		
3015AJ	ES	Enterprise Messaging Services - Unclassified (FAC)		
3015AK	ES	Enterprise Messaging Services - Unclassified (SSC)		
3015AL	ES	Enterprise Messaging Services - Unclassified (SUP)		
3015AM	ES	Enterprise Messaging Services - Unclassified (MSC)		
3015AB	ES	Enterprise Messaging Services - Classified (PMW205)		
3015AN	ES	Enterprise Messaging Services - Classified (NRL)		
3015AP	ES	Enterprise Messaging Services - Classified (NAWC)		
3015AQ	ES	Enterprise Messaging Services - Classified (FRC)		
3015AR	ES	Enterprise Messaging Services - Classified (NSWC)		

3015AS	ES	Enterprise Messaging Services - Classified (NUWC)	(b)(4)
3015AT	ES	Enterprise Messaging Services - Classified (EXWC)	
3015AU	ES	Enterprise Messaging Services - Classified (FAC)	
3015AV	ES	Enterprise Messaging Services - Classified (SSC)	
3015AW	ES	Enterprise Messaging Services - Classified (SUP)	
3015AX	ES	Enterprise Messaging Services - Classified (MSC)	

All other terms and conditions of contract N00039-13-D-0013 remain unchanged and in full force and effect.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE J	PAGE OF PAGES 1 OF 2
2. AMENDMENT/MODIFICATION NO. P00110		3. EFFECTIVE DATE SEE BLOCK 16C.		4. REQUISITION/PURCHASE REQ. NO.
6. ISSUED BY CODE		N00039		5. PROJECT NO. (If applicable)
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 <sup>th</sup> Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil		7. ADMINISTERED BY (If other than Item 6) CODE  Move the FAR Clause 52.217-8 – Option to Extend Services (NOV-99) Clauses Incorporated by Reference to Clauses Incorporated in Full Text in the NGEN Contract		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)  HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171			(X)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013
				10B. DATED (SEE ITEM 11)
CODE		FACILITY CODE IU305		

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.**

**IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		CDR Gregory R. Lask, SC, USN, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B (b)(6)	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	25 Aug 2016

The purpose of this modification is to move FAR clause 52.217-8 from being incorporated by reference to being incorporated in full text:

**Option to Extend Services (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days of the end of the period of performance.

All other terms and conditions of contract N00039-13-D-0013 remain unchanged and in full force and effect.